



APPLICATION FOR AMENDMENT TO PERMIT

Amendment No. #1

Portland, Maine, May 15, 1987

PERMIT ISSUED

MAY 21 1987

City Of Portland

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for amendment to Permit No. 87-421 pertaining to the building or structure comprised in the original application in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith, and the following specifications:

Location 1128 Riverside Street Within Fire Limits? Dist. No.
 City of Portland, Me.
 Owner's name and address Dale Weeks - 84 Commercial St. Telephone 774-3550
 Lessee's name and address Lessee Telephone 774-3550
 Contractor's name and address Lessee Telephone 774-3550
 Architect Lessee Plans filed No. of sheets 1
 Proposed use of building Restaurant No. families 1
 Last use same No. families 1
 Increased cost of work 1,000 Additional fee 5.00

Description of Proposed Work

To remove window and add additional exit from deck per request City of Portland
2nd exit.

Lessee - 04101

Details of New Work

Is any plumbing involved in this work? Is any electrical work involved in this work?
 Height average grade to top of plate Height average grade to highest point of roof
 Size, front depth No. stories solid or filled land? earth or rock?
 Material of foundation Thickness, top bottom cellar
 Material of underpinning Height Thickness
 Kind of roof Rise per foot Roof covering
 No. of chimneys Material of chimneys of lining
 Framing lumber—Kind Dressed or full size?
 Corner posts Sills Girt or ledger board? Size
 Girders Size Columns under girders Size Max. on centers
 Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.
 Joists and rafters: 1st floor 2nd 3rd roof
 On centers: 1st floor 2nd 3rd roof
 Maximum span: 1st floor 2nd 3rd roof

Approved: *James P. [Signature]*

Signature of Owner *Dale Weeks*

SECTION COPY

Approved: *[Signature]* Inspector of Buildings

FILE COPY

APPLICANT'S COPY

ASSESSOR'S COPY

4

PERMIT **PORTLAND BUILDING PERMIT APPLICATION** DATE 8/6/87 **PERMIT ISSUED**

AUG 6 1987

City Of Portland

I. GENERAL INFORMATION
 Location/address of construction 1118 Riverfront Dr.
 1. Owner's name Bayles Nest Restaurant Tel. 797-8800
 Address 55th
 2. Lessee's name _____ Tel. _____
 Address _____
 3. Contractor's name Leavitt and Davis Tel. 778-5618
 Address Box 3926 Portland, Maine
 4. Is this a legally recorded lot? yes X no _____

II. DESCRIPTION OF WORK:
 To erect 30 by 50 tent from August 11 thru August 14th 1987
 Certificate of Flashproof
 Permit to Owner

III. BUILDING DIMENSIONS: length _____ width _____ square footage _____ height _____ # stories _____
IV. ZONE R-2S Street frontage _____ Zoning board approval: no yes date _____
 setbacks: front _____ back _____ side _____ side _____ Planning board approval: no yes date _____
V. REVIEW REQUIRED: variance _____ other _____ Number of off-street parking spaces:
 site plan _____ subdivision _____ shore _____ foodplan mgmt _____ enclosed _____ outdoors _____
VI. FEES:
 base fee _____ other fees _____
 subdivision fee _____ late fee _____
 site plan review fee _____ TOTAL \$35.00

VII. DETAILS OF WORK

1. WATER SUPPLY: <input type="checkbox"/> public <input type="checkbox"/> private	7. ELECTRICAL: service entrance size _____ # smoke detectors _____	8. CHIMNEY: # flues _____ material _____ # fireplaces _____
2. SEWER: <input type="checkbox"/> public <input type="checkbox"/> private, type _____	9. FRAMING: floor joists _____ size _____ max on center _____ ceiling joists _____ rafters _____ studs _____ wall studs _____	
3. HEAT: type _____ fuel _____	10. If 1-story building w/masonry: # studs _____ wall thickness _____ height _____	11. BEDROOM WINDOWS: height _____ width _____ sill height _____ egress window? yes <input type="checkbox"/> no <input type="checkbox"/>
4. FOUNDATION: type _____ thickness _____ footing _____		
5. ROOF: type _____ pitch _____ covering _____ load _____		
6. PLUMBING: SPRINKLER SYSTEM? yes <input type="checkbox"/> no <input type="checkbox"/>		

VIII. OFFICE USE: TAX MAP _____
 LOT _____
 VALUE/STRUCTURE _____
 PERMIT EXPIRATION _____
 CODE _____ if other, explain _____ Seasonal Condominium Apartment
 X. PROPOSED USE _____
 XI. PAST USE _____
 XII. OWNERSHIP: PUBLIC _____ PRIVATE _____

XIII. EST. CONSTRUCTION COST _____ **XIV. GROSS AREA OF LOT** _____
BUILDING _____

XV. RESIDENTIAL BUILDINGS ONLY: COMPLETE XV AND XVI ONLY IF THE NUMBER OF UNITS WILL CHANGE

BED ROOMS	XVI. # RESIDENTIAL UNITS:
1 BDRM _____	# NEW DWELLINGS _____
2 BDRM _____	# EXISTING DWELLINGS _____
3 BDRM _____	TOTAL RESIDENTIAL UNITS _____

APPROVALS BY: DATE _____
 BUILDING INSPECTION - PLAN EXAMINER _____
 ZONING: _____
 G.E.O. _____
 FIRE DEPT. _____

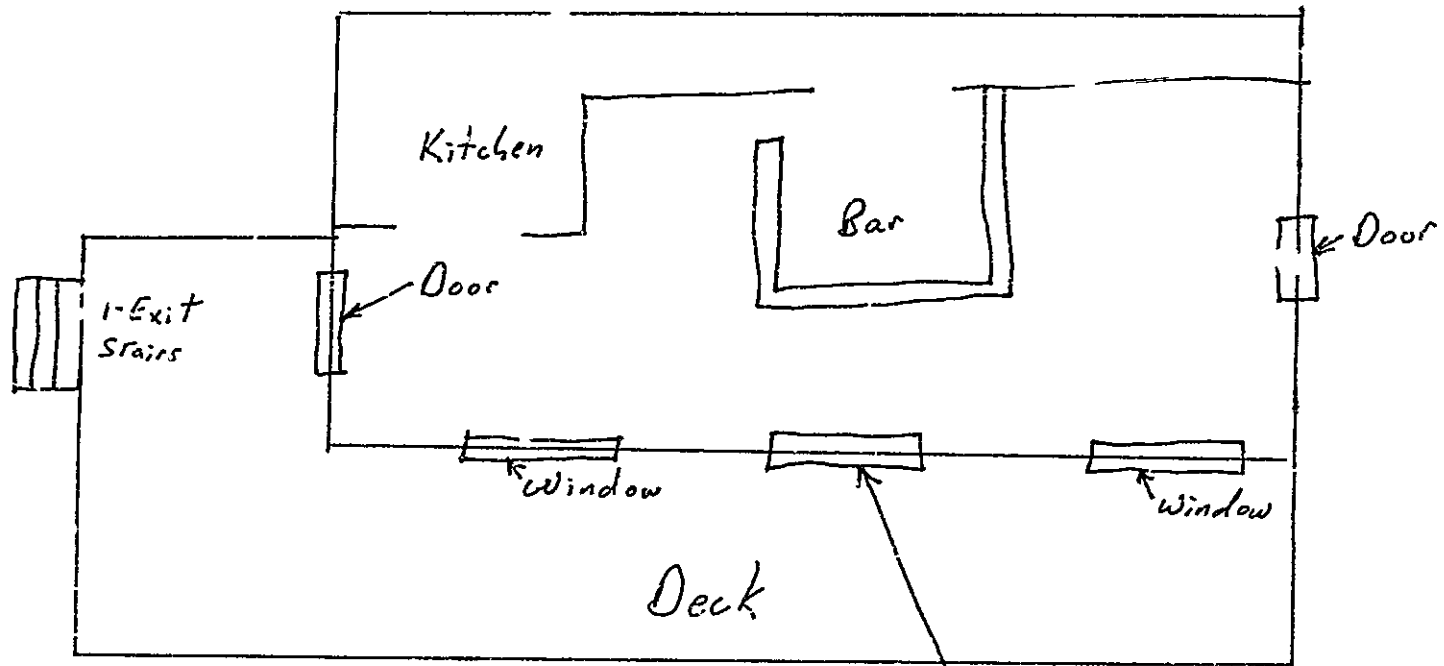
MISCELLANEOUS:
 Will work require disturbing of any tree on a public street? no
 Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? Yes

NOTE TO APPLICANT: Separate permits are required by the installers and subcontractors of heating, plumbing, electrical, and mechanicals.

District No. 8
 XVII. SIGNATURE OF APPLICANT [Signature] PHONE # 797-8800
 TYPE NAME OF ABOVE OWNER

White - GPCOG - Green - Applicant Yellow - Assessor Pink - Office File Gold - Field Inspector

INSTALL



Remove Window and
Install Atrium Glass Door
for 2nd Exit



CITY OF PORTLAND

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
INSPECTION SERVICES DIVISION

April 21, 1987

RE: 1158 Riverside Street, Portland, Maine

Elliott Favier
538 Main Street
Westbrook, Maine 04092

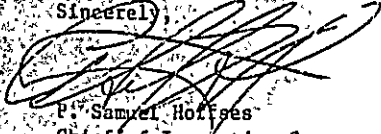
Dear Sir:

Your application to construct a 12' x 50' 1 story deck attached to building as per plans and to construct an inside bar has been reviewed and a building permit is herewith issued subject to the following requirements:

1. Provide an additional exit from the proposed deck which is separate and remote from the exit which is being provided;
2. The proposed structure must be lug bolted to existing building;
3. This structure must be designed to support a minimum uniformly distributed live load of 100 PSF;
4. The guards shall be at least 42 inches in height measured vertically above the leading edge of the deck;
5. Open guards shall have intermediate rails, balusters or other construction such that a sphere with a diameter of 6 inches cannot pass through any opening; and,
6. Guards shall be designed to resist a simultaneous vertical and horizontal thrust of 50 pounds per lineal foot applied at the top rail.

If you have any questions on these requirements, please call this office.

Sincerely,

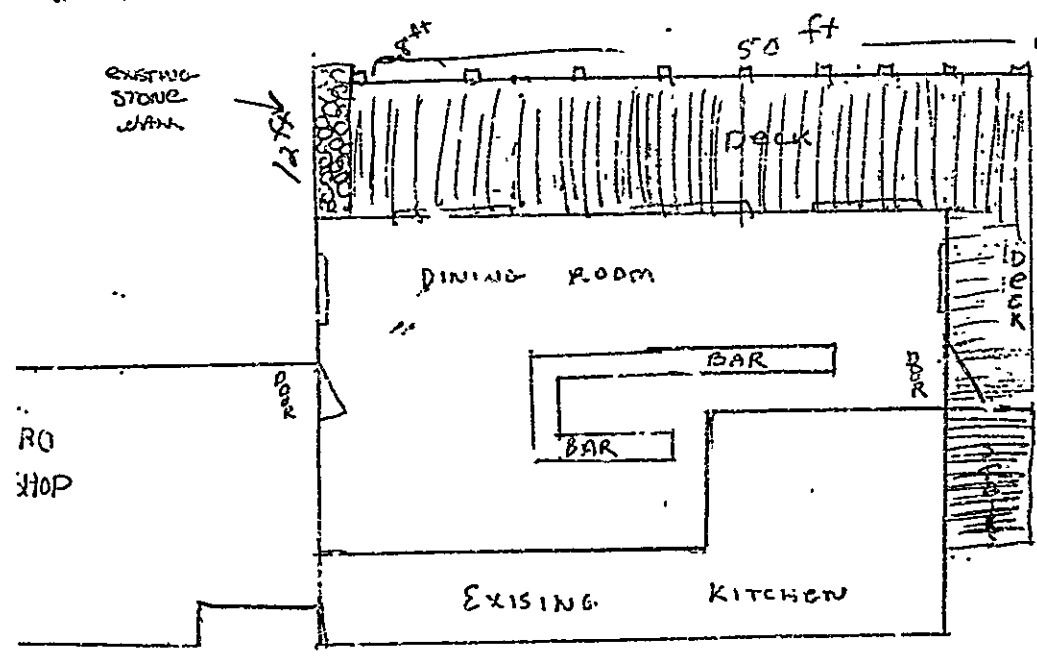

P. Samuel Hoffses
Chief of Inspection Services

/el

cc: LT. James P. Collins, Fire Prevention Bureau

Appendix A

TOP VIEW



The DECK AND THE BAR ARE THE ONLY CONSTRUCTION PROJECTS.

Approved by City Council

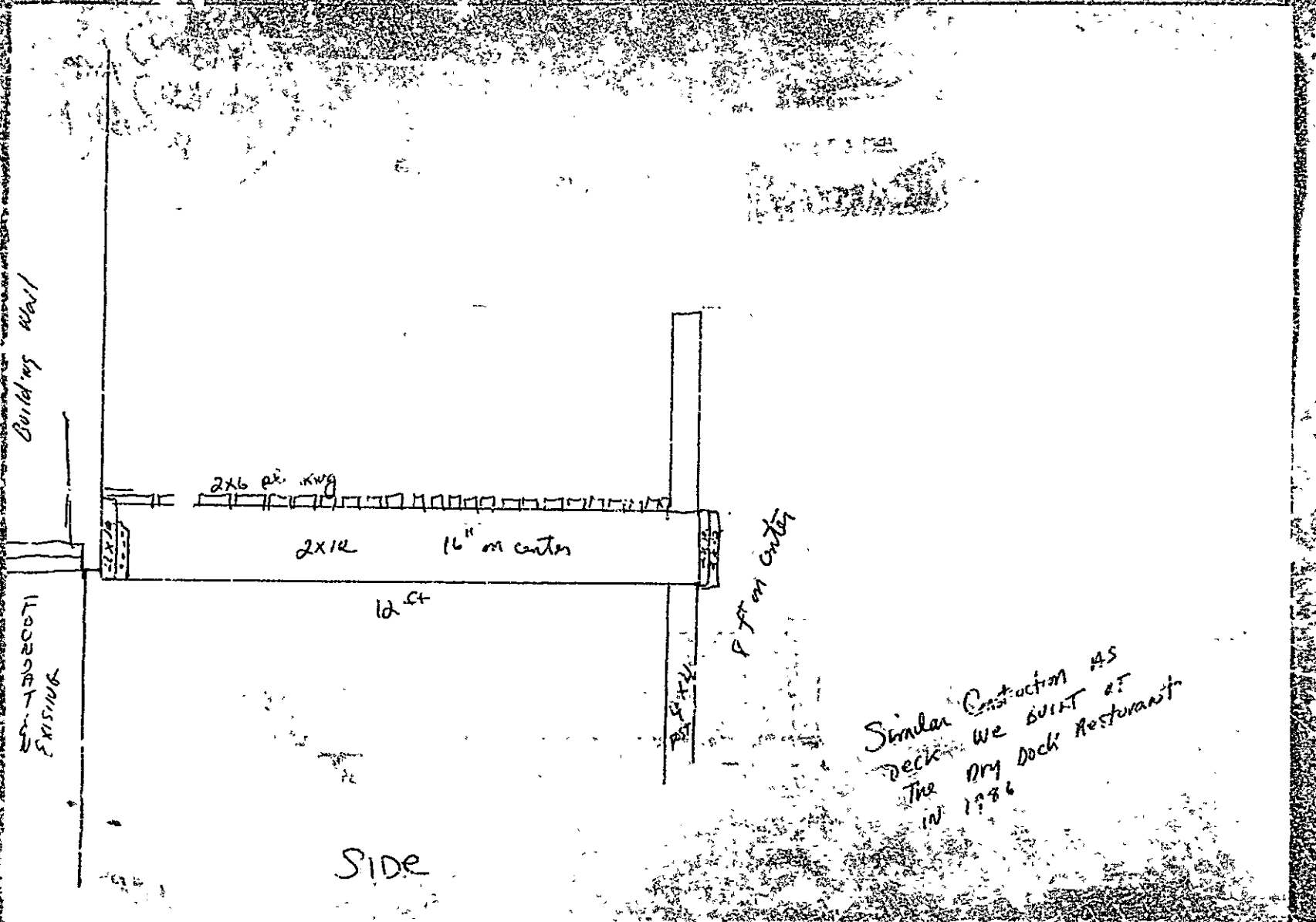
PARKING LOT

RECEIVED

APR 17 1987

NO OTHER STRUCTURAL CHANGES TO BE MADE

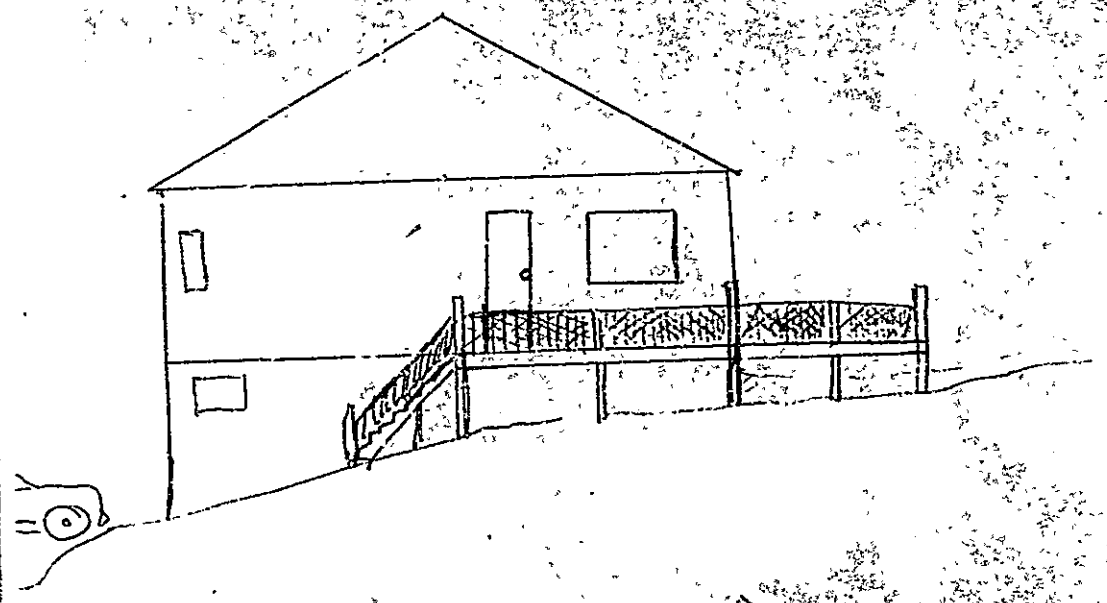
DEPT. OF BUILDING INSPECTIONS
CITY OF PORTLAND



Similar Construction AS
 DECK WE BUILT AT
 THE DRY DOCK RESTAURANT
 IN 1986

Appendix B

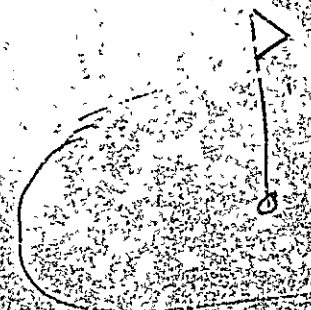
PROPOSED
(SIDE VIEW)



RECEIVED

APR 17 1987

DEPT. OF BUILDING INSPECTIONS
CITY OF PORTLAND



18th
green

ORDER

**AUTHORIZING AGREEMENT FOR
RESTAURANT AND CONCESSION
AT RIVERSIDE GOLF COURSE**

(Robert B. Ganley, City Manager)

IN THE CITY COUNCIL

April 6, 1987

Attest: *Jane Dugan*
City Clerk.

Yeas

Nays

Given first reading. Councilor Le.'s amend-
ment requesting the Corporation Counsel include
appropriate language to cover the City with
Dram Shop Act Liability, passed, 9 Yeas, and
passed, as amended, 8 Yeas (Le.' out)

City of Portland, Maine
IN THE CITY COUNCIL

420
4-6-87

ORDER AUTHORIZING AGREEMENT FOR RESTAURANT
AND CONCESSION AT RIVERSIDE GOLF COURSE

Ordered, that the City Manager be and hereby is authorized to enter into an Agreement, substantially in the form attached, with P.E.D. Enterprise, Inc. for a restaurant and concession at Riverside Golf Course.

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Robert Ganley . City Manager

FROM: Paul A. Rollins . Assistant to the City Manager

SUBJECT: City Council Agenda Item re Restaurant at Golf Course

3/30/87

Between October 1986 and February 1987 the City of Portland tried unsuccessfully to bid and then request proposals for a restaurant for the Riverside Municipal Golf Course. Following the last time the City of Portland solicited requests for proposals for the operation of a restaurant at the Riverside Municipal Golf Course, the City through Parks and Public Works, received several telephone inquiries from individuals who wanted to establish a restaurant business at the golf course.

In order to facilitate a review of interested parties wanting to establish a restaurant at the golf course an internal City Hall committee comprised of George Fiererty, Director of Parks and Public Works; Sally DeLuca, Assistant Director of Budget and Purchasing; and myself was created. This Committee then reviewed in general the businesses that had expressed an interest in the property. Following this review specific interviews were conducted with the following individuals or groups:

Blain Kuxley
P.E.D. Enterprises, Inc. d/b/a Dry Dock Restaurant
B & M Diner-Robert Allen
Louie DellaVelle

The purpose of these interviews was to see what each of these businesses or individuals were willing to provide as a restaurant at the golf course. Following these interviews it was decided by the Committee to undertake negotiations with P.E.D. Enterprises, Inc. This business was willing to supply the City of Portland with a restaurant at the golf course, and a concession stand at the 13th Hole totally at their cost with no requests to the City to undertake expensive renovations. The P.E.D. Enterprises, Inc. proposal would be to establish a Class A restaurant similar to the Dry Dock Restaurant in Portland. The restaurant would be open at least from 8:00AM to 10:00PM from April to November. In addition, the 13th Hole concession would be open from 10:00AM to 3:00PM May 1st through Columbus Day. The rental rate would be fixed at \$1,000 per month and P.E.D. Enterprises, Inc. will supply all of their own kitchen equipment, undertake any restaurant renovations required, supply all of their own tables, chairs and other equipment and supplies as necessary. P.E.D. Enterprises, Inc. proposes to build an exterior deck on the existing structure adjacent to the restaurant. The design of the deck is subject to approval by the City. The lease will be for five years with an option to renew for a second five years. The annual rental payment for the second five years shall be negotiated.

...
... be responsible for all utilities and maintenance
of the property. ... will provide the City with all required
insurances and conform to all licensing requirements of the City and
State of Mexico. ... has also agreed that within two months of the
execution of the agreement that the restaurant will be in full operation.

Representatives of P.E.D. Enterprises, Inc., George Flaherty,
Salvatore DeLuca and myself will all be present at the City Council meeting to
answer any questions.

...

PAR:k
cc: George A. Flaherty . Director/Parks & Public Works
Salvatore DeLuca . Assistant Director of Budget & Purchasing.

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Robert B. Ganley, City Manager

FROM: George A. Flaherty, Director of Parks/Public Works

SUBJECT: Riverside Municipal Golf Course
Restaurant Concession Lease

DATE: 2-10-87

On Monday, February 9, 1987, you requested a brief report on the status of this issue. Attached below is a summary of the history of this issue:

- October 14, 1986 - Parks/Public Works department received the acceptance of a bid submitted by Brian Hurley to operate the restaurant concession at Riverside Golf Course.
- December 9, 1986 - Charles Lane, Associate Corporation Counsel, held a meeting with Mr. Hurley and the Parks/Public Works staff on the issue of the recommended bid award to Brian Hurley.

Mr. Lane advised that the City could not award bid #9087 to Mr. Hurley for the Riverside Golf Course Restaurant Concession and the City must issue an R.F.P.

- January 8, - Charles Lane, Associate Corporation Counsel, advised you that he had drafted an R.F.P. (request for proposal) for the restaurant concession at Riverside Golf Course and that Sally DeLuca would arrange to complete the R.F.P. in the appropriate form and publish it.
- January 9, 1987 - Purchasing published R.F.P. #13987 which was scheduled to be opened February 3, 1987, for the lease of the concession.
- February 3, 1987 - Parks/Public Works called Purchasing to see if any R.F.P.'s for the Riverside Golf Course Concession were received by the City, we were advised the City received no proposals for the Riverside Golf Course Concession.

To date I have heard nothing from either Purchasing or Legal on this issue. However, on Monday, February 9, 1987, I was advised that I would be contacted shortly by an individual who may be interested in the Concession. I will keep you informed on this issue.

CAF/pap

cc: Charles Lane, Associate Corporation Counsel
Sally DeLuca, Assistant Director of Budget/Purchasing
Benjamin H. O'Reilly, Jr., Superintendent of Parks/Islands
Gerard Concannon, Principal Administrative Officer

Dist file

Attachment

CITY OF PORTLAND, MAINE
DEPARTMENT OF
PARKS/PUBLIC WORKS

Evaluation of Informal Proposal to Lease the Restaurant, Bar, and 13th Hole Concession at Riverside Municipal Golf Course

ITIN:	BRIAN HURLEY	P.E.D. ENTERPRISE, INC. d/b/a/ Dry Dock Restaurant	B-M DINER, ROBERT ALLEN	LOUIS DELLA VALLE
<u>Type of operation:</u>				
Licenses	Stated no problem.	Currently, Dry Dock has all required licenses; assumes no problem in obtaining all required licenses.	Would obtain all necessary licenses.	Would obtain all necessary licenses.
Tournaments	Exclusive concession for food and beverage.	Exclusive concession for food and beverage. Would welcome tournaments.	Exclusive concession for food and beverage.	Exclusive concession for food and beverage.
Maintenance of Facilities	Will do maintenance and cleaning.	Will maintain their areas.	Would provide all custodial services to the Four Season Building.	To be negotiated.
Other	<ul style="list-style-type: none"> -Member of Riverside Golf Course Association. -Will cater to the golfers. -Well-known at Course. -Liquor: no bottle beer, draft beer, wine, mixed drinks. -Possible interest in operating facility 14 months a year. -Would like 5-year lease. -Would advise facility with neighborhood business community. -Would have consistent hours. 	<ul style="list-style-type: none"> -Plays golf at course and is a R.C.A. member. -Will cater to the golfers. -5-year lease with option for 2nd 5 years. -Want to make long-term investment. -Will deposit \$1,000 1st month in advance. -Dry Dock Restaurant gross is better than \$1,000,000. -Will have restaurant going in less than 2 months from date of signing lease. -Will build deck - their cost. 	<ul style="list-style-type: none"> -Would like to sell his restaurant and put all his efforts into the golf course. -Will cater to the golfers. -Would like to use upstairs restaurant area as banquet facility. 	<ul style="list-style-type: none"> -Wants year-round restaurant. -Move employee parking. -3 year lease with 5 year option fee to be negotiated. -Will build deck - his cost.

CITY OF PORTLAND, MAINE
DEPARTMENT OF
PARKS/PUBLIC WORKS

Evaluation of Informa's Proposal to Lease the Restaurant, Bar, and 13th Hole Concession at Riverside Municipal Golf Course

ITEM:	BRIAN HURLEY	P.E.D. ENTERPRISE, INC. d/b/a/ Dry Dock Restaurant	B-M DINER, ROBERT ALLEN	LOUIE DELLA VALLE
<u>Type of operation:</u>				
Financial Resources	\$30,000 in the form of two C.I.F.s.	Finance the initial costs of construction and opening expenses from the Dry Dock's cash flow and personal resources. Utilize Casco Bank.	Resources from B-M Diner; \$85,000 working capital.	Said he has resources.
Business References	None given. Resource management assistance: Steve Angelone, Nicholas Poulas.	None given. Resource management assistance Dry Dock Restaurant staff, Jim Finley - Tri-State Packing Supply, Owner of Dry Dock, Dale Weeks - chief salesman, Tri-State Packing Supply, co-owner of Dry Dock, Elliott Fowler - D.M.D., P.A., Dentist, co-owner of Dry Dock.	None given.	Not given.
Performance Bond	Could not supply performance bond. No company to his knowledge bonds restaurant concession. Bonding company advised him that if he gave them \$10,000 in cash, they would bond him for \$10,000.	Would secure bond upon signing of lease.	Would provide bond.	Would arrange if necessary.
Insurance	Stated no problem in meeting this requirement.	Stated no problem in obtaining insurance since they already have such insurance.	Stated City should provide fire insurance. Mr. Allen would provide all other insurance as required.	Would arrange for.

CITY OF PORTLAND, MAINE
DEPARTMENT OF
PARKS/PUBLIC WORKS

Evaluation of Informal Proposal to lease the Restaurant, Bar, and 13th Hole Concession at Riverside Municipal Golf Course

ITEM:	BRIAN MURLFY	P.E.D. ENTERPRISE, INC. d/b/s/ Dry Dock Restaurant	B-M DINER, ROBERT ALLEN	LOUIE DELLA VALLE
<u>Type of operation:</u>				
Experience	Two years of experience, Angle's Commercial Street.	P.E.D. Enterprise opened Dry Dock Restaurant and Tavern in 1983, about four years.	Owned B-M Diner for a number of years. Operated mobile canteen at Riverside, summer of 1986.	Experience with Vallee's
Rental & Concession Fees.				
Fixed Monthly Rent	\$2,000 per month, 7 months; \$14,000 per year.	\$1,000 per month, 8 months; \$8,000 per year.	_____	\$1,000 per month when course opened. (6 months) \$500 per month when closed (6 months)
Percentage of Gross	_____	_____	10% of gross receipts.	_____
Percentage of Net Receipts	_____	_____	If City provided all equipment and furniture, 50% of net receipts.	_____
Combination	_____	_____	_____	_____
Equipment:				
Kitchen Equipment	Stated City should purchase equipment.	Would equip kitchen at their expense.	Stated he desired City to purchase equipment.	Would equip kitchen at his cost but would want reduced rent.
Restaurant Equipment	Stated City should purchase restaurant equipment.	Would equip restaurant at their expense.	Stated he desired City to purchase restaurant equipment.	Would equip at his cost.
Other	Would purchase dishes, flatware, service glassware. Estimated cost \$15,000 to \$20,000.	Would supply all dishes, flatware, service glassware. Build an attractive bar in upstairs restaurant area. Build an attractive dock; usual tables and chairs. Rent walk-in cooler for 1st floor area.	Desired City to supply dishes, flatware, service glassware.	Wants City to change heating system at City cost. Wants City to rewire facility at City cost. Wants City to re-do plumbing at City cost.

CITY OF PORTLAND, MAINE
DEPARTMENT OF
PARKS/PUBLIC WORKS

Evaluation of Informal Proposal to Lease the Restaurant, Bar, and 13th Hole Concession at Riverside Municipal Golf Course

ITEM	BRIAN HURLEY	P.E.P. ENTERPRISE, INC. d/b/a/ Dry Dock Restaurant	B-M DINER, ROBERT ALLEN	LOUIE DELIA VALLE
<u>Type of operation:</u>				
Class A Restaurant	_____	Yes, Class A restaurant	_____	Yes, Class A restaurant
Fast Food Type of Restaurant	Yes, fast food type.	_____	Yes, fast food type.	_____
Sample Menu	Coffee, bagels, doughnuts, pastries, eggs, bacon. Appetizers, soups, salads, hot/cold sandwiches. Full menu in upstairs dining room. 10% Senior Citizens' discount.	Same as Dry Dock Restaurant.	Hot dogs, hamburgers, sandwiches, chips, coffee, soft drinks. Probably a buffet	Full Course meal
Restaurant - Bar	Bar: 6:30 a.m. to 10:30 p.m. Restaurant: 11:00 a.m. to 7:00 p.m.	Bar: does not plan to use this. Restaurant: 8:00 a.m. to 10:00 p.m. Would probably extend the 10:00 p.m. time to a later time to close	Bar: 7:00 a.m. to 9:30 p.m. Restaurant: probably would use banquet facility 4:30 p.m. to 9:30 p.m.	Bar: 6:00 a.m. to <u> </u> Restaurant: 6:00 a.m. to <u> </u>
Thirteenth Hole Concession	Seven (7) months: April 15th to November 15th. Mid-morning to late afternoon, May 1 through Columbus Day.	Eight (8) months: April through November. 10:00 a.m. through 3:00 p.m. May 1 through Columbus Day. Sandwiches, cold drinks, snacks.	Seven (7) months: May through November. Yes, would operate 13th Hole. Would also be interested in operating 13th Hole Concession only.	Year Round Would operate liquor plus food. Hours to be determined.

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Robert B. Ganley, City Manager

DATE: 4/2/87

FROM: Charles A. Lane, Associate Corporation Counsel

SUBJECT: Brian Hurley - Proposed Lease at Riverside Municipal Golf Course

Last fall Brian Hurley submitted a bid, not a response to an RFP, to operate concessions at the Golf Course. One other individual also submitted a bid at that time.

Mr. Hurley's bid was technically deficient for several reasons: (i) he submitted no financial information nor personal references; (ii) he unilaterally had rejected some of the conditions of the bid, such as time of operation and maintenance of certain restrooms, and wanted to negotiate other provisions contained in the bid; and (iii) he did not indicate that he could conform to the bonding requirements set forth in the bid.

As a result of Mr. Hurley's failure to conform to the bid requirements, it was decided to reject all bids and to seek RFP's, so that interested individuals could negotiate a more flexible agreement with the City.



Charles A. Lane
Associate Corporation Counsel

CAL/smb

THIS AGREEMENT made this 2nd day of April A.D. 1987 by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland and State of Maine (hereinafter referred to as "City"), and P.E.D. ENTERPRISES, INC. d/b/a Dry Dock Restaurant, a corporation organized and existing under the laws of Maine and having a place of business in Portland in the County of Cumberland and State of Maine (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, the City is the owner of the Riverside Municipal Golf Course in the City of Portland; and

WHEREAS, Lessee is desirous of operating the several concessions hereinafter described at the said Riverside Municipal Golf Course;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

The words "city manager" include any designee of the city manager. The words "director of parks and public works" include any designee of the said director.

TERMS

1. The City hereby grants to the Lessee the right to operate a Class A Restaurant in the dining room of the clubhouse; and, during tournaments and other events described in Paragraph 30, to serve

food and beverages to the public from a tent, for a period of five years from and after the date set forth above. The location of any tent used by the Lessee shall be subject to approval by the Director of Parks and Public Works (hereinafter "Director").

Except as provided in Paragraph 12, the restaurant facility shall be open for business at a minimum from April 1st through November 30th, seven days per week, from 8:00 a.m. to 10:00 p.m.

The Lessee shall also operate the snack bar at the 13th hole. The snack bar will be open from 10:00 a.m. until 3:00 p.m. during the period from May 1st through Columbus Day. The Lessee may sell beer at the 13th hole, to the extent permitted by state law, in an area to be designated by the Director and separated from the rest of the golf course by a method approved by him. During any period when the 13th hole is not open for business a sign to that effect shall be placed on the starting tee.

The Lessee shall have the right to make alterations, at its own expense, to the restaurant situated in the clubhouse in accordance with the plans and specifications which are attached hereto as Appendix A.

The Lessee shall also have the right, at its own expense, to erect an exterior deck adjacent to the clubhouse to serve the said restaurant in accordance with the plans and specifications which are attached hereto as Appendix B, subject to the provisions of paragraph 25.

The rights described above shall constitute the concessions which are the subject of this Agreement.

OPTION TO RENEW

2. In the event that the Lessee shall fully, faithfully, and promptly perform all of the terms, conditions, and obligations required of him by this lease, he shall have the option to continue said exclusive privilege for an additional period of five (5) years, upon written notice to the City at least six (6) months in advance of the termination of the first five (5) years, subject to the right of the City to renegotiate the amount of annual rental payments.

RENTAL

3. Lessee agrees to pay the City an annual rental of Eight Thousand Dollars (\$8,000) per year, payable monthly in equal installments of \$1,000 each. The first payment shall be made on April 1st of each year of this lease and any renewal thereof and on the first of each month thereafter until the entire \$8,000 has been paid in full. Monthly rental payments shall be submitted to: Gerard Concannon, Public Works Operational Facility, 55 Portland Street, Portland, Maine 04101.

In addition to any other charge or assessment for which it might be liable, Lessee agrees to pay interest at the rate of one percent $1\frac{1}{2}$ per month for each payment not made within ten (10) days of the due date as provided herein.

EQUIPMENT

4. The Lessee will provide suitable furnishings and equipment to operate the said concessions at its own expense.

5. The Lessee shall, at its sole cost and expense provide, install, and maintain all fixtures, equipment, and supplies necessary to operate said concessions for the purposes set forth herein, which shall conform as nearly as possible with the existing design of the

premises. Fixtures and equipment provided by the Lessee shall remain its property, except that it shall grant the City a security interest in said property to guarantee performance of the Lease. In the event the Lessee shall have fully, faithfully, and promptly performed all of the terms, conditions, and obligations required of it by this lease, it shall have the right to remove such property within ten (10) days after expiration of the Lease; provided that, in removing such property, it must repair and restore all property of the City damaged by such removal to the satisfaction of its Director. In case where the Lessee may remove such property and it has not been removed within the ten (10) day period, it will be deemed to have been abandoned, and title to the same shall automatically vest in the City. In such event, Lessee shall execute a bill of sale to the City covering said fixtures and equipment upon a request to do so.

LICENSES

6. Lessee agrees that it will operate the concessions in strict compliance with the laws of the State of Maine, the ordinances of the City of Portland; and, further, that it will pay for all licenses, building permits, and any other permits necessary for the operation of said concessions; as well as all fees, taxes, and charges assessed under applicable local, state, or federal laws.

7. Lessee agrees that it will indemnify and save forever harmless the City from any and all claims for damages of any kind or nature (including reasonable attorney's fees and costs of litigation), which may hereafter be made against the City, its officers, agents, or employees, on account of any personal injury, death, or property damage arising from its use and occupancy of the

premises or claims arising from the eating or drinking of any of the food and/or other products sold by the Lessee on the premises, except to the extent that such claims arise from any negligent act or omission of the City, its officers, or employees.

The Lessee will maintain at all times during its use and occupancy of the premises a quota insurance coverage of not less than \$300,000.00 combined single limit for general liability insurance; products liability insurance in the amounts of \$300,000.00 to \$500,000.00; and fire legal liability insurance in the amount of \$350,000.00.

The Lessee will also furnish either a performance bond issued by a surety company, licensed to do business in this state, in the amount of \$8,000.00 or an irrevocable letter of credit in the same amount in a form acceptable to the City. The Lessee will, further, provide the City with a bond guaranteeing payment of labor and materials provided by it in carrying out the improvements which are more fully described in Appendix A and B attached hereto in the amount of \$4,000.00.

The Lessee shall furnish the City with certificates of insurance indicating compliance with this section. The certificates shall provide that the coverage may not be cancelled without ten (10) days advance notice of cancellation to the City, and the City shall be named as an additional insured in all such policies. Any insurance provided by the Lessee shall be primary to any coverage which the City may provide.

8. Should the Lessee fail to operate any of the said concessions as required by Paragraph 1 of this Agreement for a period of more than forty-eight (48) hours at any one time during the term of this

Agreement or any extension thereof, except for causes beyond the control of Lessee or as provided in Paragraph 12, it shall be deemed to be in default, and the City shall have the right to terminate the lease, to enter upon and take possession of said areas, together with the furnishings, fixtures, equipment, and items of personal property contained therein.

9. Lessee agrees that the prices charged for products sold in said concession shall be generally in line with the prices charged at other comparable establishments within the City. It further agrees that it will not increase its prices unless the general level of prices in such establishments in the City increases. The Lessee further agrees to submit to the Director, for advance approval, a list of all prices to be charged and menu to be used prior to opening of business. Any changes made thereafter will be submitted in writing for approval by the Director prior to change. If the Director should fail to approve changes requested by the Lessee, then the Lessee may appeal the denial to the City Manager, who shall afford the Lessee an opportunity to be heard, but whose decision, in any event, shall be final. Nothing herein shall be construed as preventing the Lessee from having daily or weekly specials and such specials shall not require the prior approval of the Director.

10. The Lessee agrees to have the concessions described herein open and available to the public within 60 days from the date this Lease is approved by the City Council of the City of Portland.

11. Lessee covenants that, at the termination of this Agreement or any extension thereof, it will surrender the premises to the City

without further notice, in as good condition as when entered upon by him, reasonable wear and tear excepted.

12. The hours of operation of any of the several concessions may be either modified or suspended temporarily from time to time upon the prior written approval of the Director, or his authorized representative, either because of inclement weather or for any other good and sufficient reason. In the event the Director should determine that the public need is not being met, after meeting with the Lessee to discuss his concerns regarding such unmet public need, the Director reserves the right to request additional services to meet such public need. If the Director and the Lessee should be unable to agree on the nature and scope of such additional public services, either party may appeal to the City manager, who shall afford them a hearing, but whose decision, in any event, shall be final.

13. The Lessee, its agents, and employees shall be courteous, neatly attired, and shall display on their person a badge or other insignia identifying them as employees of said Lessee. The Director may request the Lessee to remove any employee whom he finds unacceptable because of appearance or conduct.

14. Lessee agrees that, upon the nonperformance by it of any of the covenants, hereinbefore or hereinafter mentioned, by it to be kept and performed; upon the filing of a voluntary petition in bankruptcy; the making of any general assignment for the benefit of creditors; or upon the occurrence of any act which operates to deprive it permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the exclusive rights granted

herein; or upon the abandonment and discontinuance of its operations, the City may, in its election, cancel this lease and enter and take possession of said premises. Lessee hereby waives any notice of such election, notice to quit possession of the premises or any demand for payment of the amounts agreed upon as the same become due, or for the performance of any covenants herein, or any demand for the possession of said premises; provided, however, that the failure of the City to declare this lease and exclusive privilege terminated upon default of Lessee for any of the reasons above set out shall not operate to bar, abridge, or destroy the right of the City to declare this lease null and void and at an end upon any subsequent violation of the terms of this agreement.

15. It is distinctly understood and agreed that the maintenance of satisfactory concession businesses and the maintenance of good business ethics and public relations are of the utmost importance. The Lessee agrees that the City Manager shall be the sole and exclusive judge as to the satisfactory performance of the terms of this lease and agrees to accept his judgment as final and binding. If, in the sole and exclusive judgment of said City Manager, either the spirit or letter of the terms of this lease should not be carried out satisfactorily, the City manager may either suspend the operation of said lease for any specified period of time, or he may declare the lease terminated. Before imposing any sanction authorized by this Paragraph, however, the City Manager agrees to meet with the Lessee to discuss the deficiencies noted by him, and to afford the Lessee a reasonable time within which to correct them.

16. The Lessee may erect signs on the leased premises, provided they are approved as to size, design, and location by the Director. When signs are erected, Lessee agrees that such signs shall be maintained to the satisfaction of the said Director at the sole cost and expense of the Lessee.

17. Lessee agrees that the privileges contained herein are personal; and, further, agrees that it will not assign, sublet, nor underlet the same or any part thereof without the express prior consent of the City in writing.

18. It is understood and agreed that should Lessee be unable to secure a license or licenses from the State Liquor Commission for the sale of vinous, spiritous, and malt liquor on said premises; or, during the term of this lease or any extension thereof, should be unable to maintain such license or licenses, this lease may be terminated immediately by the City without any liability whatsoever on its part to the Lessee.

19. All electrical current required by the Lessee for the operation of the concessions shall be at its sole cost and expense. The Lessee shall also pay for all electrical repairs, replacements, and maintenance in the concessions. The City will pay for water and sewer user charges.

20. Any and all repairs to the plumbing in or to the concessions shall be made at the sole cost and expense of the Lessee.

21. The Lessee shall, at all times during the operation of said concessions, at its sole cost and expense, remove from within the areas of the concession all litter, trash, rubbish, and other

similar material in a manner required by and satisfactory to the Director. In addition, the Lessee will be responsible for daily cleaning of the mens' rooms and the ladies' rooms adjacent to the restaurant facility and bar.

22. The Lessee shall at all times, at its sole cost and expense, keep the interior of said leased areas and the fixtures and equipment therein in good repair and condition and shall do such repair and maintenance work as shall be required by said Director.

23. The Lessee shall make every effort to prevent unnecessary loitering in or about said concession areas.

24. The Lessee shall be liable for any damage to any City property which may be caused by Lessee or its employees, and agrees to pay the cost of repairing such damage. The City reserves the right to determine, in its sole and exclusive judgment, whether it will repair or replace any facilities provided by it in the event of their damage or destruction from any other cause.

25. Alterations, renovations, or remodeling to any part of the clubhouse or the 13th hole is prohibited unless written permission should be given by the Director prior to such work. Any improvements made by the Lessee, including those depicted on Appendix E & B, shall be the sole property of the City of Portland.

26. Any damages to the other finished parts of the building caused by the Lessee or its agents shall be corrected, repaired, or replaced at no cost to the City, and will match the original quality and condition. All such work shall be performed to the satisfaction of the City.

27. Notices to the City provided for herein shall be sufficient if sent by Registered Mail, postage prepaid, addressed to City Manager, City of Portland, 389 Congress Street, Portland, Maine, and notices to the Lessee if sent by Registered Mail, postage prepaid, addressed to Elliott A. Favier DMD, President of P.E.D. Enterprises, Inc. d/b/a Dry Dock Restaurant, 538 Main Street, Westbrook, Maine 04092, or to such other respective address as the parties may designate in writing from time to time.

28. The Lessee stipulates that it has inspected the demised premises and it agrees to accept them and all equipment furnished therewith "as is" without any warranties of any kind, except as expressly provided in this Agreement.

29. The Lessee agrees to pay and discharge all reasonable costs, attorney's fees, and expenses, reasonably incurred by the City, to enforce the covenants, terms, and conditions of this Agreement in the event of default in the performance thereof.

30. The Lessee acknowledges that the City may use the golf course and restrict access to it from time to time for tournaments and other events, such as, but not limited to, the Casco Bay Golf Classic and the Maine Open. During such events, while the Lessee may open its facilities to serve persons attending the event, it acknowledges that its other customers may have difficulty either in gaining access to the facilities or in finding parking spaces. In such an event, the Lessee agrees that any diminution of its business, if such should occur, shall not be a cause either for damages or a ground for termination.

31. The parties agree that the City's remedies for breach of this Agreement are not plain, complete, nor adequate; accordingly, the City shall be entitled to specific performance of this Agreement in accordance with its terms.

32. This lease shall be binding upon the heirs and successors of the parties hereto.

33. This Agreement is the entire and integrated Agreement and supersedes all terms and conditions of any prior agreements, negotiations or representations, written or oral, between the parties. This Agreement may not be modified except by a writing executed by the parties.

34. Lessee shall not suffer or permit any mechanic's lien or other lien to be filed against the CITY or the PREMISES, or any part thereof, by reason of labor, work, services or materials supplied or claimed to have been supplied to Lessee and Lessee shall defend, indemnify and hold the CITY harmless from and against any such claims, costs or liabilities, including any attorney's fees expended thereon.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused its corporate seal to be hereunto affixed and these presents to be signed by Robert B. Ganley, its City Manager, thereunto duly authorized and P.E.D. Enterprises, Inc. d/b/a Dry Dock Restaurant, has caused these presents to be signed by Elliott A. Favier, DMD, its President, thereunto duly authorized.

Dated: April 2, 1987.

WITNESS:

CITY OF PORTLAND

By

Robert B. Ganley
its City Manager

P.E.D. ENTERPRISES, INC.
d/b/a Dry Dock Restaurant

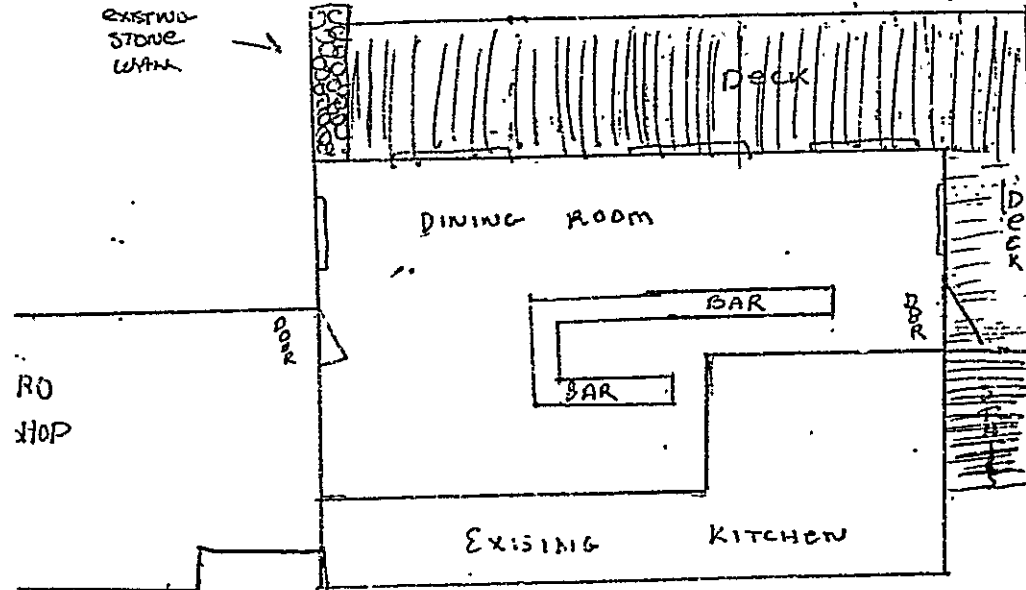
Sally P. O'Leary

By

Elliott A. Favier
its President

Appendix A

TOP VIEW



18th Green

The Deck AND THE BAR ARE THE ONLY CONSTRUCTION PROJECTS.

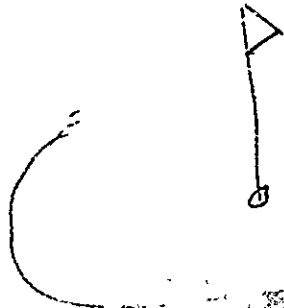
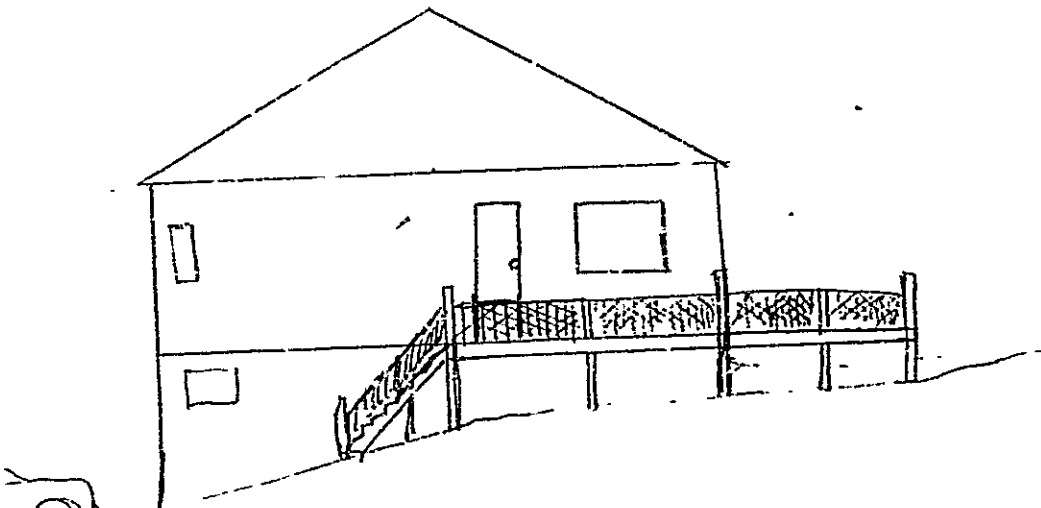
NO OTHER STRUCTURAL CHANGES TO BE MADE

PARKING LOT

Appendix B

Proposed

(Side view)



18th
green

I. GENERAL INFORMATION
 Location/address of construction 1158 Riverside St. North
 Owner or lessee's name Riverside Golf Course - City of Portland, Me. Tel. 797-3524
 Address same
 Contractor's name Elliott Favler
 Address 538 Main St. West Tel. 856-6121
 Subcontractors: _____

PERMIT ISSUED
APR 28 1987
City Of Portland

II. NEW SUBDIVISION OR EXISTING LOT REFERENCE
 Name _____
 Lot _____
 Block _____
 Date recorded _____

III. PROPOSED USE: _____ CODE _____ If other, explain _____ Seasonal _____ Condominium _____ Apartment _____
IV. PAST USE: _____
V. OWNERSHIP: Local _____ PUBLIC (Federal/State/Local government) _____ (Private Individual/Corporation) _____

VI. DESCRIPTION OF WORK: send permit to Box 497 West 2492 C/ J E F
 To construct 12 x 50 , 1 story deck attached to building as per plans,
 also to construct inside bar, non structural

VII. BUILDING DIMENSIONS: length _____ width _____ square footage _____ height _____ *stories _____

VIII. EST. CONSTRUCTION COST: _____
IX. RESIDENTIAL BUILDINGS ONLY: NEW DWELLING UNITS WITH: 1 BDRM _____ 2 BDRMS _____ 3 BDRMS _____ EXISTING DWELLING UNITS WITH: _____
X. RESIDENTIAL UNITS: NEW DWELLINGS _____ EXISTING DWELLINGS _____ NET RESIDENTIAL UNITS _____

XIII. ZONING: DO NOT WRITE BELOW THIS LINE
 DISTRICT R-08 STREET FRONTAGE _____
 SETBACKS: front _____ back _____ side _____ side _____
 ZONING BOARD APPROVAL: no yes (date) _____
 PLANNING BOARD APPROVAL: no yes (date) _____

XV. CONDITIONAL USE: variance _____ site plan _____ subdivision _____ shore and floodplain mgmt. _____
 special exception _____ other _____ (explain) _____

XVI. SIGNATURE OF FIELD INSPECTOR (CEO): _____ DATE _____

XVII. FEES:
 base fee _____
 subdivision fee _____
 site plan review fee _____
 other fees _____
 late fee _____
 TOTAL 40.00

XVIII. SPACE FOR FIGURING / ADDITIONAL COMMENTS:
OK, R-08 w/ stormer April 17 1987
Approved by City Council 4/16/87 #420
James V. Collins, Dist.

1. WATER SUPPLY <input type="checkbox"/> public <input type="checkbox"/> private	8. CHIMNEY * flues * fireplaces material	PLOT PLAN/DETAILS OF WORK ON REVERSE Write - Municipal Office Yellow - CEO Pink - Tax Assessor Gold - G.P.A. PERMIT ISSUED WITH LETTER
2. SEWER <input type="checkbox"/> public <input type="checkbox"/> private, type	9. FRAMING: floor joists size max. on centers	
3. HEAT type fuel	ceiling joists	
4. FOUNDATION Type thickness footing	rattlers	
5. ROOF type covering load	studs	
6. PLUMBING * tubs * showers * lavatories * laundry tubs * flushes * other	wall studs	
SPRINKLER SYSTEM? <input type="checkbox"/> yes <input type="checkbox"/> no	10. If 1-story building w/ masonry walls. wall thickness height	
7. ELECTRICAL service entrance size * smoke detectors	11. BEDROOM WINDOWS height width sill height egress window? <input type="checkbox"/> yes <input type="checkbox"/> no	
NUMBER OF OFF STREET PARKING SPACES: enclosed _____ outdoors _____		

PERMIT ISSUED WITH LETTER

work started before permit. Sanitales in unit stairs

5/5/87 - Deck OK - will cut door in building rather than add second stairway off deck. Bar OK but not in place per plan.

5/15/87 - kitchen not ready.

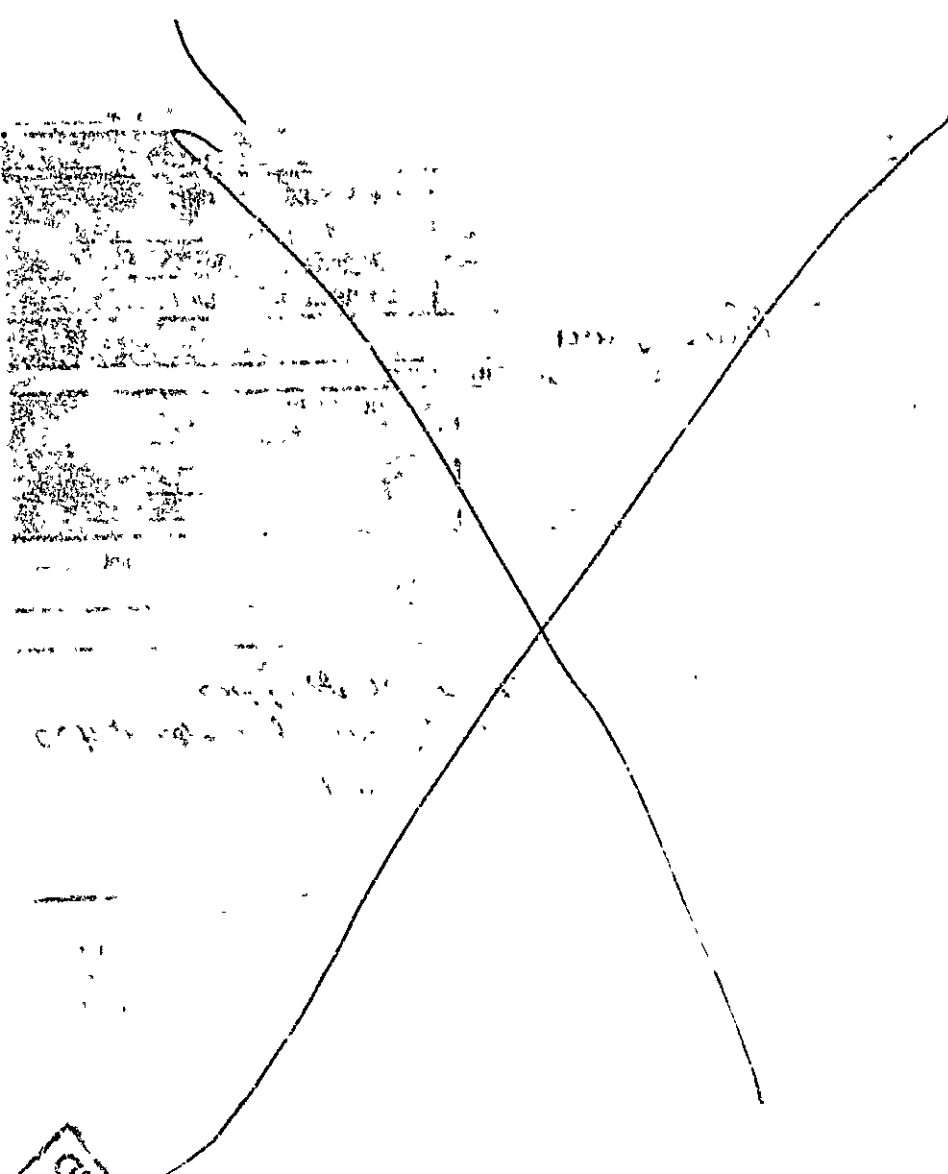
5/23/87 - kitchen not ready. Deck stairs need railings/balusters 6". Door to deck installed.

5/22/87 - ~~not~~ Not quite ready. Needs plumbing permits.

5/27/87 - Operating without license - told to remain closed until further notice.

6/1/87 - obtained plumbing permit. Everything OK.

1158 Riverside
Greg Linn



WITH PERMIT
BEFORE TIME
CANCELED

Department of Human Services
Division of Health Engineering
(207) 289-3825

PLUMBING APPLICATION

Town Or Plantation: Portland
 Street: 1158 Riverside St
 Subdivision Lot #: PROPERTY OWNERS NAME
 Last Name: Favios First: Thomas
 Applicant Name: Blake
 Mailing Address of Owner/Applicant (if different):

PORTLAND
 PERMIT # 162887
 TOWN COPY
 PERMIT \$ 2,350
 L.P.I. # 178 FEE 178
 Signature: [Signature]
 Date: 5/20/87

Caution: Inspection Required
 I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.
 Local Plumbing Inspector Signature: _____
 Date Approved: MAY 29 1987

Owner Applicant Statement:
 I certify that the information submitted is correct to the best of my knowledge and understand that any false information is reason for the Local Plumber Inspector to deny a Permit.
 Signature of Owner/Applicant: [Signature]
 Date: 5/20/87

PERMIT INFORMATION

- This Application is for:
- 1. NEW PLUMBING
 - 2. RELOCATED PLUMBING

- Type Of Structure To Be Served:
- 1. SINGLE FAMILY DWELLING
 - 2. MODULAR OR MOBILE HOME
 - 3. MULTIPLE FAMILY DWELLING
 - 4. OTHER - SPECIFY: Restoration

- Plumbing To Be Installed by:
- 1. MASTER PLUMBER
 - 2. OIL BURNERMAN
 - 3. MFG'D. HOUSING DEALER/MELCHANI
 - 4. PUBLIC UTILITY EMPLOYEE
 - 5. PROPERTY OWNER
- LICENSE # 02029

Number	Hook-Ups And Piping Relocation	Type Of Fixture	
		Column 2	Column 1
	Hosebibb / Silcock		Bathtub (and Shower)
	Floor Drain		Shower (Separate)
	U.inal		Sink
	Drinking Fountain		Wash Basin
	Indirect Waste		Water Closet (Toilet)
2	Water Treatment: Softener, Filter, etc.		Clothes Washer
	Grease, Oil Separator		Dish Washer
			Garbage Disposal
			Laundry Tub
			Water Heater
		(Subtotal)	

April 17, 1937

PERMIT BUILDING PERMIT APPLICATION Portland Previous permit #

APPLICANT FILL OUT I - VIII AND DETAILS OF WORK ON REVERSE Please insert N/A (not applicable) for any item not pertaining to your request

I. GENERAL INFORMATION

Location/address of construction 1158 Riverside St. North Owner or lessee's name Riverside Golf Course - City of Portland, Me. Tel. 797-3524 Address same

Contractor's name Elliott Fawcett Tel. 856-6121 Address 538 Main St. West

Subcontractors:

PERMIT ISSUED

APR. 28 1937

City Of Portland

Form with fields: NEW SUBDIVISION OR EXISTING LOT REFERENCE, Name, Lot, Block, Subdivision, City, State, County, Date recorded

III. PROPOSED USE CODE: Other: explain Seasonal? Condominium? Apartment?

IV. PAST USE

V. OWNERSHIP: PUBLIC (Federal/State/Local government) PRIVATE (Individual/corp/other)

VI. DESCRIPTION OF WORK: send permit to Box 497 West 04092 C/ O E F

To construct 12 x 50, 1 story deck attached to building as per plans, also to construct inside bar, non structural

VII. BUILDING DIMENSIONS: length width sq. are footage height stories

VIII. EST. CONSTRUCTION COST IX. AG. SURF. OF LAND BUILDING

Form with fields: RESIDENTIAL BUILDINGS ONLY, NEW DWELLING UNITS WITH, EXISTING DWELLING UNITS WITH, RESIDENTIAL UNITS, NEW DWELLINGS, EXISTING DWELLINGS, NET RESIDENTIAL UNITS

XII. SIGNATURE OF APPLICANT: DO NOT WRITE BELOW THIS LINE

Form with fields: XIII. ZONING: DISTRICT, STREET FRONTAGE, SETBACKS, ZONING BOARD APPROVAL, PLANNING BOARD APPROVAL; XIV. OFFICE USE: TAX MAP, LOT, VALUE/STRUCTURE, PERM. EXPIRATION

XV. CONDITIONAL USE: variance, site plan, subdivision, shore and floodplain mgmt, special exception, other (explain)

XVI. SIGNATURE OF FIELD INSPECTOR (CEO) DATE

Form with fields: XVII. FEES: base fee, subdivision fee, site plan review fee, other fees, late fee, TOTAL \$0.00

Form with field: XVIII. SPACE FOR FIGURING /ADDITIONAL COMMENTS:

Form with fields: 1. WATER SUPPLY, 2. SEWER, 3. HEAT, 4. FOUNDATION, 5. ROOF, 6. PLUMBING, 7. ELECTRICAL, 8. CHIMNEY, 9. FRAMING, 10. 1-story building w/ masonry walls, 11. BEDROOM WINDOWS

PLOT PLAN/DETAILS OF WORK ON REVERSE White - Municipal Office Yellow - CEO Pink - Tax Assessor Gold - GPCOG

PERMIT # <u>9174</u>	PORTLAND BUILDING PERMIT APPLICATION	DATE <u>8/6/87</u>	PERMIT ISSUED
I. GENERAL INFORMATION			AS 6 City Of Portland
Location/address of construction <u>1156 Riverside St.</u>			
1 Owner's name <u>Englehart Restaurant</u>		Tel. <u>797-9800</u>	
Address <u>same</u>			
2 Lessee's name _____ Tel. _____			
Address _____			
3 Contractor's name <u>Levitt and Parrie</u>		Tel. <u>774-5618</u>	
Address <u>Box 3926 Portland, Maine</u>			
4 Is this a legally recorded lot? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>			

II. DESCRIPTION OF WORK:
 To erect 30 by 50 tent from August 11 thru August 14th 1987
 Certificate of Planproof
 Permit to Owner

III. BUILDING DIMENSIONS: length _____ width _____ square footage _____ height _____ #stories _____

IV. ZONE R0S Street frontage _____ Zoning board approval no yes date _____
 Setbacks: front _____ back _____ side _____ side _____ Planning board approval no yes date _____

V. REVIEW REQUIRED: variance _____ other _____ Number of off-street parking spaces:
 site plan _____ subdivision _____ shore _____ floodplain mgmt _____ enclosed _____ outdoors _____

VI. FEES:
 base fee _____ other fees _____
 subdivision fee _____ late fee _____
 site plan review fee _____ TOTAL \$35.00

VII. DETAILS OF WORK

1 WATER SUPPLY: <input type="checkbox"/> public <input type="checkbox"/> private	7 ELECTRICAL service entrance size _____ # smoke detectors _____	8 CHIMNEY, # flues _____ material _____ # fireplaces _____
2 SEWER <input type="checkbox"/> public <input type="checkbox"/> private, type _____	9 FRAMING roof joists _____ size _____ max on center _____ ceiling joists _____ rafters _____ studs _____ wall studs _____	
3 HEAT type _____ fuel _____	10 If 1-story building w/masonry wall: w. of thickness _____ height _____	11. BEDROOM WINDOWS height _____ width _____ sill height _____ egress window? yes <input type="checkbox"/> no <input type="checkbox"/>
4 FOUNDATION type _____ thickness _____ footing _____		
5 ROOF type _____ pitch _____ covering _____ load _____		
6 PLUMBING SPRINKLER SYSTEM? yes <input type="checkbox"/> no <input type="checkbox"/>		

VIII. OFFICE USE: TAX MAP # _____ LOT # _____ VALUE/STRUCTURE _____ PERMIT EXPIRATION _____

IX. NEW OR PHASED SUBDIVISION REFERENCE: Name _____ Lot _____ Block _____

CODE if other, explain _____ Seasonal Condominium Apartment

X. PROPOSED USE: _____

XI. PAST USE: _____

XII. OWNERSHIP: PUBLIC PRIVATE

XIII. EST. CONSTRUCTION COST: _____ XIV. GR. SQ. FT. OF LOT BUILDING _____

COMPLETE XV AND XVI ONLY IF THE NUMBER OF UNITS WILL CHANGE

XV. RESIDENTIAL BUILDINGS ONLY: BEDROOMS	XVI. # RESIDENTIAL UNITS:
# NEW DWELLING UNITS WITH: 1 BDRM _____ 2 BDRMS _____ 3 BDRMS _____	# NEW DWELLINGS _____
# EXISTING DWELLING UNITS WITH: _____	# EXISTING DWELLINGS _____
	TOTAL RESIDENTIAL UNITS _____

APPROVALS BY DATE	MISCELLANEOUS
BUILDING INSPECTION - PLAN EXAMINER _____	Will work require disturbing of any tree on a public street? <u>no</u>
ZONING <u>D.R. McFarland Aug 6, 1987</u>	Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? <u>yes</u>
C.E.O. _____	
FIRE DEPT _____	


NOTE TO APPLICANT: Separate permits are required by the installers and subcontractors of heating, plumbing, electrical and mechanical.

District No <u>X</u>	XVII. SIGNATURE OF APPLICANT <u>[Signature]</u> PHONE # <u>797-8800</u>
	TYPE NAME OF ABOVE <u>ELLIOTT SAVIER</u> <u>1 2 3 4</u>

White - PCOC Green - Applicant Yellow - Assessor Pink - Office File Gold - Field Inspector

Established 1919

Area Code 207 - 774-5618

 **LEAVITT & PARRIS, INC.**

P.O. Box 3926, Portland, ME 04104
448 Payne Road, Scarborough, ME 04074

MANUFACTURERS OF CANVAS PRODUCTS
FOR HOME, INDUSTRY AND MARINE

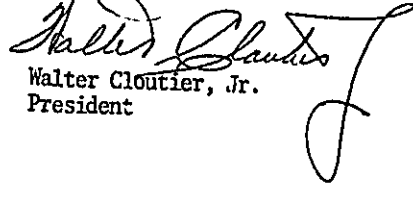
August 4, 1987

To Whom It May Concern:

This is to certify that the tents supplied Eagles Nest Restaurant
are certified flame-resistance that meets the requirements of the California
Fire Marshall, Underwriters Laboratory Test Flamability 354-H and
Government spec. CCC-C-428A.

Very truly yours,

LEAVITT & PARRIS, INC.


Walter Cloutier, Jr.
President

RENTORS OF QUALITY TENTS, CANOPIES AND COMPLETE ACCESSORIES
SERVICES FOR THE ENTERTAINMENT, PROMOTION, AND TRADE SHOW INDUSTRIES



APPLICATION FOR PERMIT
DEPARTMENT OF BUILDING INSPECTIONS SERVICES
ELECTRICAL INSTALLATIONS

Date April 4, 19 87
 Receipt and Permit number D 09245

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine:
 The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of
 Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:

LOCATION OF WORK Riverside Golf Course
 OWNER'S NAME: City of Portland ADDRESS: _____ FEES _____

OUTLETS:	Receptacles _____	Switches _____	Plugnoid _____	ft. TOTAL _____	_____
FIXTURES: (number of)	Incandescent _____	Flourescent _____	(not strip) TOTAL _____	_____	_____
	Strip Flourescent _____	ft. _____	_____	_____	_____
SERVICES:	Overhead <input checked="" type="checkbox"/> _____	Underground _____	Temporary _____	TOT ampere: <u>200</u>	<u>3.00</u>
METERS: (number of)	<u>1</u> _____	_____	_____	_____	<u>.50</u>
MOTORS: (number of)	Fractional _____	_____	_____	_____	_____
	1 HP or over _____	_____	_____	_____	_____
RESIDENTIAL HEATING:	Oil or Gas (number of units) _____	_____	_____	_____	_____
	Electric (number of rooms) _____	_____	_____	_____	_____
COMMERCIAL OR INDUSTRIAL HEATING:	Oil or Gas (by a main boiler) _____	_____	_____	_____	_____
	Oil or Gas (by separate units) _____	_____	_____	_____	_____
	Electric Under 20 kws _____	Over 20 kws _____	_____	_____	_____
APPLIANCES: (number of)	Ranges _____	Water Heaters _____	_____	_____	_____
	Cook Tops _____	Disposals _____	_____	_____	_____
	Wall Ovens _____	Dishwashers _____	_____	_____	_____
	Dryers _____	Compactors _____	_____	_____	_____
	Fans _____	Others (denote) _____	_____	_____	_____
	TOTAL _____	_____	_____	_____	_____
MISCELLANEOUS: (number of)	Branch Panels _____	_____	_____	_____	_____
	Transformers _____	_____	_____	_____	_____
	Air Conditioners Central Unit _____	_____	_____	_____	_____
	Separate Units (windows) _____	_____	_____	_____	_____
	Signs 20 sq. ft and under _____	_____	_____	_____	_____
	Over 20 _____	_____	_____	_____	_____
	Swimming Pools Above Ground _____	_____	_____	_____	_____
	In Ground _____	_____	_____	_____	_____
	Fire/Burglar Alarms Residential _____	_____	_____	_____	_____
	Commercial _____	_____	_____	_____	_____
	Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____	_____	_____	_____	_____
	over 30 amps _____	_____	_____	_____	_____
	Circus, Fairs, etc. _____	_____	_____	_____	_____
	Alterations to wires _____	_____	_____	_____	_____
	Repairs after fire _____	_____	_____	_____	_____
	Emergency Lights, battery _____	_____	_____	_____	_____
	Emergency Generators _____	_____	_____	_____	_____

FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT INSTALLATION FEE DUE: _____
 FOR REMOVAL OF A "STOP ORDER" (304-16.b) DOUBLE FEE DUE: _____
 TOTAL AMOUNT DUE: 5.00 *in. ok*

INSPECTION: Will be ready on ready, 1987; or Will Call _____
 CONTRACTOR'S NAME: Nortie Irrigation and Landscape
 ADDRESS: 426 Falmouth Road Windham
 TEL: 892-7076
 MASTER LICENSE NO.: 07254 SIGNATURE OF CONTRACTOR: [Signature]
 LIMITED LICENSE NO.: _____



FILL IN AND SIGN WITH INK

0296

PERMIT ISSUED

APR 28 1990

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

City Of Portland

Portland, Maine, ... 4/19/90

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 1158 Riverside St. (Eagle's Nest Restaurant) Use of Building Commercial No. Stories No. Stories New Building Existing "
Name and address of owner of appliance Elliot Favier; Main St; Westbrook, ME 04038
Installer's name and address Eastern Fire Equipment 400 Riverside St; Ptd, ME 04103 Telephone

To install put in a CO2 system; to put in a fan and hood over cooking system

IF HEATER, OR POWER BOILER

Location of appliance Any burnable material in floor surface or beneath?
If so, how protected? Kind of fuel?
Minimum distance to burnable material, from top of appliance or casing top of furnace
From top of smoke pipe From front of appliance From sides or back of appliance
Size of chimney flue Other connections to same flue
If gas fired, how vented? Rated maximum demand per hour
Will sufficient fresh air be supplied to the appliance to insure proper and safe combustion?

IF OIL BURNER

Name and type of burner Labelled by underwriters' laboratories?
Will operator be always in attendance? Does oil supply line feed from top or bottom of tank?
Type of floor beneath burner Size of vent pipe
Location of oil storage Number and capacity of tanks
Low water shut off Make No.
Will all tanks be more than five feet from any flame? How many tanks enclosed?
Total capacity of any existing storage tanks for furnace burners

IF COOKING APPLIANCE

Location of appliance kitchen Any burnable material in floor surface or beneath? no
If so, how protected? Height of Legs, if any
Skirting at bottom of appliance? yes Distance to combustible material from top of appliance? 4 feet
From front of appliance 10 ft From sides and back 5 ft From top of smokepipe 4 ft
Size of chimney flue Other connections to same flue
Is hood to be provided? yes If so, how vented? fan Forced or gravity? forced
If gas fired, how vented? by fan and hood Rated maximum demand per hour

MISCELLANEOUS EQUIPMENT OR SPECIAL INFORMATION

.....
.....
.....

cost of work, estimated: \$800

Amount of fee enclosed? \$25

APPROVED: [Signature]

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

CS 300 Signature of Installer [Signature]
INSPECTION FILE APPLICANT'S ASSESSOR'S COPY
[Signature]



FILL IN AND SIGN WITH INK

296

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

Portland, Maine, /19/90

PERMIT ISSUED

APR 23 1990

City Of Portland

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location (Eagle's Nest Restaurant) 1158 Riverside St., Portland, ME 04103
Use of Building Commercial
MAIL PERMIT
No Stories
New Building Existing
Name and address of owner of appliance Elliot Favier; Main St; Westbrook, ME 04038
Telephone
Installer's name and address Eastern Fire Equipment 400 Riverside St; Ptd, ME 04103
General Description of Work

To install put in a CO2 system; to put in a fan & hood over cooking system

IF HEATER, OR POWER BOILER

Location of appliance Any burnable material in floor surface or beneath?
If so, how protected? Kind of fuel?
Minimum distance to burnable material, from top of appliance or casing top of furnace
From top of smoke pipe From front of appliance From sides or back of appliance
Size of chimney flue Other connections to same flue
If gas fired, how vented? Rated maximum demand per hour
Will sufficient fresh air be supplied to the appliance to insure proper and safe combustion?

IF OIL BURNER

Name and type of burner Labelled by underwriters' laboratories?
Will operator be always in attendance? Does oil supply line feed from top or bottom of tank?
Type of floor beneath burner Size of vent pipe
Location of oil storage Number and capacity of tanks
Low water shut off Make No.
Will all tanks be more than five feet from any flame? How many tanks enclosed?
Total capacity of any existing storage tanks for furnace burners

IF COOKING APPLIANCE

Location of appliance kitchen Any burnable material in floor surface or beneath? no
If so, how protected? Height of Legs, if any
Skirting at bottom of appliance? yes Distance to combustible material from top of appliance? 4 feet
From front of appliance 10 ft From sides and back 5 ft From top of smokepipe 4 ft
Size of chimney flue Other connections to same flue
Is hood to be provided? yes If so, how vented? fan Forced or gravity? forced
If gas fired, how vented? by fan and hood Rated maximum demand per hour

MISCELLANEOUS EQUIPMENT OR SPECIAL INFORMATION

.....

cost of work, estimated: \$800.

Amount of fee enclosed? \$25.

APPROVE:

[Signature]

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

CS 300

Signature of Installer

[Signature] - agent for the owner

INSPECTION FILE APPLICANT'S ASSESSOR'S COPY

[Signature]

NOTES

Handwritten notes in the top section of the page, including the word "NOTES" and several lines of illegible text.

Permit No. _____
Location: _____
Owner: _____
Date of permit: _____
Approved: _____

Left column of handwritten notes, containing approximately 20 lines of illegible text.

Right column of handwritten notes, containing approximately 20 lines of illegible text.



APPLICATION FOR PERMIT
 DEPARTMENT OF BUILDING INSPECTIONS SERVICES
 ELECTRICAL INSTALLATIONS

Date November 20 19 84
 Receipt and Permit number 07600

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine:

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:

LOCATION OF WORK: 115-8 Riverside Street Riverside Golf Course
 OWNER'S NAME: City of Port, and ADDRESS: _____

COMPLIANCE
FEE
07619M03
STAD

OUTLETS: Receptacles _____ Switches _____ Plugmold _____ ft. TOTAL _____

FIXTURES: (number of) Incandescent _____ Fluorescent _____ (not strip) TOTAL _____
 Strip Fluorescent _____ ft. _____

SERVICES: Overhead _____ Underground x Temporary _____ TOTAL amperes 400 .. 6.00
 METERS: (number of) 150

MOTORS: (number of) Fractional _____
 1 HP or over _____

RESIDENTIAL HEATING: Oil or Gas (number of units) _____
 Electric (number of rooms) _____

COMMERCIAL OR INDUSTRIAL HEATING: Oil or Gas (by a main boiler) _____
 Oil or Gas (by separate units) _____
 Electric Under 20 kws _____ Over 20 kws _____

APPLIANCES: (number of) Ranges _____ Water Heaters _____
 Cook Tops _____ Disposals _____
 Wall Ovens _____ Dishwashers _____
 Dryers _____ Compactors _____
 Fans _____ Others (denote) _____

MISCELLANEOUS: (number of) TOTAL _____
 Branch Panels 2 2.00

Transformers _____
 Air Conditioners Central Unit _____
 Separate Units (windows) _____
 Signs 20 sq. ft. and under _____
 Over 20 sq. ft. _____
 Swimming Pools Above Ground _____
 In Ground _____
 Fire/Burglar Alarms Residential _____
 Commercial _____
 Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____
 over 30 amps _____
 Circus, Fairs, etc. _____
 Alterations to wires _____
 Repairs after fire _____
 Emergency Lights, battery _____
 Emergency Generators _____

INSTALLATION FEE DUE: _____
 FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT DOUBLE FEE DUE: _____
 FOR REMOVAL OF A "STOP ORDER" (304-16.b)
 TOTAL AMOUNT DUE: 8.50

INSPECTION: stop by Weds. 11/21 please
 Will be ready on 11/26, 1984; or Will Call _____
 CONTRACTOR'S NAME: Entergy Electric
 ADDRESS: 16 Cranbrook Drive Cape Eliz
 TEL.: 799-8858
 MASTER LICENSE NO.: 03270 SIGNATURE OF CONTRACTOR: Stephen West
 LIMITED LICENSE NO.: _____

INSPECTOR'S COPY — WHITE
 OFFICE COPY — CANARY
 CONTRACTOR'S COPY — GREEN

