



**58 Fore Street**

Zoning Map/Text  
Amendment  
Application

41 Hutchins Drive  
Portland, ME 04102  
800-426-4262

**woodardcurran.com**  
COMMITMENT & INTEGRITY DRIVE RESULTS

227007.00  
**CPB2 LLC**  
August 21, 2014



August 21, 2014

Department of Planning and Development  
City of Portland  
389 Congress Street  
Portland, Maine 04101

Re: 58 Fore Street  
Zoning Map/Text Amendment Application

To Whom It May Concern:

On behalf of CPB2 LLC, we are pleased to submit an application for a Zoning Map/Text Amendment. Enclosed, please find one paper copy and one PDF copy (on CD) of the Application Package and associated attachments, which includes a written narrative and figures describing the proposed zoning map and text amendments. The \$3,000 application fee check made payable to the City of Portland from CPB2 LLC was previously submitted and can be applied to this Application package. It is our understanding that the City of Portland will coordinate the necessary public notices and that the fee for public notices and other review services will be billed to CPB2 at a later date. Once a neighborhood meeting has been scheduled, mailing labels will be purchased from the Planning Division and neighborhood meeting invitations will be sent out.

We look forward to discussing this project further. If you have any questions or require additional information, please contact me at any time at (207)774-2112 or by email [dsenus@woodardcurran.com](mailto:dsenus@woodardcurran.com).

Sincerely,

WOODARD & CURRAN INC.

David Senus, P.E.  
Project Manager

227007

Enclosures: Zoning Map/Text Amendment Application (1 paper copy, 1 PDF copy)

## TABLE OF CONTENTS

SECTION	PAGE NO.
<b>1. APPLICATION FORM.....</b>	<b>1-1</b>
<b>2. PROJECT DESCRIPTION .....</b>	<b>2-1</b>
2.1 Project Site & Background .....	2-1
2.2 Area Development .....	2-2
2.2.1 Recent Adjacent Projects .....	2-2
2.2.2 Existing Use & Zoning.....	2-2
2.3 Proposed Zone Map & Text Amendments .....	2-3
2.4 Compliance with the City of Portland Comprehensive Plan.....	2-4
2.5 Site Plan and Process.....	2-5
<b>3. EVIDENCE OF RIGHT, TITLE OR INTEREST .....</b>	<b>3-1</b>

## APPENDICES

Appendix A:	Tax Maps
Appendix B:	Existing & Proposed Zoning Maps
Appendix C:	Proposed Text Amendments
Appendix D:	Existing and Proposed Site Plan
Appendix E:	Right, Title or Interest

## 1. APPLICATION FORM





# Zoning Map/Text Amendment Application Portland, Maine

Planning and Urban Development Department  
Planning Division and Planning Board

Portland's Planning and Urban Development Department coordinates the development review process for requests for zoning map amendments, zoning text amendments and contract or conditional rezoning. The Division also coordinates site plan, subdivision and other applications under the City's Land Use Code. The **Application Process for a Zone Change** is summarized below under Section I and the associated costs for reviews are found under Section II, **Development Review Fees, Public Notices and Guarantees**, and are listed on the fee structure sheet.

## I. APPLICATION SUBMITTAL

### Pre-application meeting

Prior to submitting a zoning amendment application, the Planning Division recommends that the applicant or the designated representative schedule a pre-application meeting to discuss the review process and applicable standards for a proposal. Please contact Barbara Barhydt, Development Review Services Manager at 874-8699 to schedule a meeting.

### Zoning Amendment Application

**All plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.**

- Submit one (1) complete paper set of the zoning amendment application with a concept plan and a written narrative. Contract and conditional rezoning applications must include site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Applications may be submitted between 8 a.m. and 4:30 p.m. Monday through Friday at the Planning Division on the 4<sup>th</sup> floor of City Hall, 389 Congress Street, Portland.
- All applications are processed in the order in which they are received.
- In order for the Planning Division's Administrative Staff to accept and log-in an application, the application form must be complete, it shall be signed by the applicant's or the applicant's designated representative, and all applicable fees paid at the time of submittal.
- The Land Use Code is available on the City's website at [www.portlandmaine.gov](http://www.portlandmaine.gov).
- If the application is found to be incomplete, the applicant will be informed in writing of the required plans and materials.

## II. DEVELOPMENT REVIEW FEES, PUBLIC NOTICES AND GUARANTEES

### Zoning Application Fees

- Each application must be submitted with the applicable fees as listed in the fee structure on page 4. The fees cover general administrative processing costs.
- Application fees may be paid in cash or by check (addressed to the City of Portland).
- An application will not be processed without the required application fees.

**Fee for City Review Services**

- The City of Portland charges fees for service to cover the cost of reviews by Planning and Legal staff members. The charges will be billed at an hourly rate and will be invoiced monthly for reimbursement.
- Current billing rates: Planning services, \$40.00/ hour and Legal services: \$75.00/hour.

**Fee for Third Party Review**

- Portland contracts with local engineering firms to conduct engineering reviews of development proposals. The direct cost of all engineering services or third-party consultant reviews, such as the civil engineering review of stormwater management plans, traffic impact reviews and such other reviews as required under the City’s Ordinances, will be included in the monthly invoices for reimbursement.

**Public Notices**

- Public notices must be sent to property owners within 500 for all proposals at the time an application is received. Zoning map amendments for Industrial zones require notices to be sent to property owners within 1,000 feet.
- In advance of a Planning Board workshop or public hearing, public notices for projects must be sent to property owners and are posted in a legal ad in the Portland Press Herald and on the City’s web site.
- In addition, zoning map amendments, text amendments and conditional rezoning agreements require individual notices to be posted in the Portland Press Herald.
- The Planning Division mails public notices and posts notices in the newspaper. The applicant will be billed for actual or apportioned costs for advertising and sending mailed notices.
- The applicant is required to hold a neighborhood meeting under the City’s regulations for zone change requests. The mailing labels must be purchased from the Planning Division for the neighborhood meeting invitation. A request for labels requires a minimum of two business days to generate the mailing labels and a charge of \$1.00 per sheet will be payable upon receipt of the labels.

**Third Party Review Fees**

- Engineer and Third Party Review Fees - The fees are assessed by the Consulting Engineers and Third Party Reviewers.
- Inspection Fee - This fee is 2% of the Performance Guarantee or as assessed by Planning or Public Works Engineer with \$300.00 being the minimum.

**Noticing/Advertisements Planning Board/City Council Review**

- Legal Advertisement: Percent of total bill
- Notices: .75 cents each  
(notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council)

<p><b>Planning Division</b>          Fourth Floor, City Hall          389 Congress Street          (207) 874-8721 or 874-8719</p>	<p><b>Office Hours</b>          Monday thru Friday          8:00 a.m. – 4:30 p.m.</p>
---	---

**PROJECT ADDRESS:** 58 Fore Street

**CHART/BLOCK/LOT:** Chart 18/ Block A/ Lots 1, 2, 3

**DESCRIPTION OF PROPOSED ZONE CHANGE AND PROJECT:**

Applicant proposes to extend the existing B-6 and EWPZ zones to include the area shown on the attached figures. This area is currently within the WSUZ zone. In addition, various zoning text amendments to the B-6 and EWP Zones, and elimination of the WSUZ zone are also proposed.

**CONTACT INFORMATION:**

**Applicant's Contact for electronic plans**  
Name: Woodard & Curran, c/o David Senus, PE  
e-mail Address dsenus@woodardcurran.com  
work # 207-774-2112

<p><b>Applicant – must be owner, Lessee or Buyer</b> Name: Jim Brady, Casey Prentice, Kevin Costello Business Name, if applicable: CPB2 LLC Address: PO Box 7987 City/State : Portland/ME Zip Code: 04112</p>	<p><b>Applicant Contact Information</b> Work # (207) 653-9990 (Jim's cell) Home# (207) 358-1994 (Casey's cell) Cell # (617) 821-0262 (Kevin's cell) Fax# e-mail: casey.prentice@cpb2.com kevin.costello@cpb2.com jamesbrady@gmail.com</p>
<p><b>Owner – (if different from Applicant)</b> Name: CPB2 LLC, c/o CPB2 Management LLC Address: PO Box 7987 City/State : Portland/ME Zip Code: 04112</p>	<p><b>Owner Contact Information</b> Work # (207) 653-9990 (Jim's cell) Home# (207) 358-1994 (Casey's cell) Cell # (617) 821-0262 (Kevin's cell) Fax# e-mail: casey.prentice@cpb2.com kevin.costello@cpb2.com jamesbrady@gmail.com</p>
<p><b>Agent/ Representative</b> Name: Woodard &amp; Curran, c/o David Senus, PE Address: 41 Hutchins Drive City/State : Portland/ME Zip Code: 04102</p>	<p><b>Agent/Representative Contact information</b> Work # 207-774-2112 Cell # 207-210-7035 e-mail: dsenus@woodardcurran.com</p>
<p><b>Billing Information (Same as Applicant)</b> Name: Address: City/State : Zip Code:</p>	<p><b>Billing Information</b> Work # Cell # Fax# e-mail:</p>
<p><b>Engineer</b> Name: Woodard &amp; Curran, c/o David Senus, PE Address: 41 Hutchins Drive City/State : Portland/ME Zip Code: 04102</p>	<p><b>Engineer Contact Information</b> Work # 207-774-2112 Cell # 207-210-7035 Fax# 207-774-6635 e-mail: dsenus@woodardcurran.com</p>



**Proposed Use of Property:** Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

The existing uses of the CPB2 Property, the State of Maine Property, and the City Property will continue unchanged for the immediate future. There are no set plans at this time for redevelopment or construction on the CPB2 Property however, planning for future development would maintain consistency with the proposed B6 and EWPZ zone extensions. The requested rezone will inform the future development planning for these areas.

**Site Plan:** On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1' = 50'.) Contract and conditional rezoning applications may require additional site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

**APPLICATION FEE:**

Check the type of zoning review that applies. Payment may be made in cash or check payable to the City of Portland.

<p><b>Zoning Map Amendment</b>          ___ \$2,000.00 (from ___ zone to ___ zone)</p>	<p><b>Fees Paid</b> (office use)          ___</p>	<p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> <li>• Notices (\$.75 each)              (notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council)</li> <li>• Legal Ad (% of total Ad)</li> <li>• Planning Review (\$40.00 hour)</li> <li>• Legal Review (\$75.00 hour)</li> </ul> <p>Third party review is assessed separately.</p>
<p><b>Zoning Text Amendment</b>          ___ \$2,000.00 (to Section 14- _____)          (For a zoning text amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (<u>example</u>) and language to be added is depicted as underline (<u>example</u>))</p>	<p>___</p>	
<p><b>Combination Zoning Text Amendment and Zoning Map Amendment</b>  <u>X</u> \$3,000.00</p>	<p>___</p>	
<p><b>Conditional or Contract Zone</b>          ___ \$3,000.00          (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)</p>	<p>___</p>	

<p><b>Signature of Applicant:</b>           See Below</p>	<p><b>Date:</b>           August 18, 2014</p>
---	---

**Further Information**

In the event of withdrawal of the zoning amendment application by the applicant, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

CPB2 LLC

By: CPB2 Management LLC, Manager

By: 

Name: Casey W. Prentice

Title: Manager

---

## 2. PROJECT DESCRIPTION

### 2.1 PROJECT SITE & BACKGROUND

The proposed rezoning area includes (i) three parcels identified as Lots 1, 2, and 3 on Map 18-A of the City of Portland Tax Maps (attached in Appendix A) owned by CPB2 LLC (the ‘CPB2 Property’); (ii) a portion of Lot 13 on Map 18-A owned by the State of Maine (the ‘State of Maine Property’); (iii) two (2) small areas of City-owned land on the west edge of the adjacent City-owned lots, specifically portions of Map 19-A, Lot 14 and Map 446-A, Lot 1 (the ‘City Property’); and, (iv) four (4) lots covering areas of submerged lands leased to the Owner, specifically Map 446-A, Lots 3 and 4, Map 2-X, Lot 1, and a portion of Map 2-A, Lot 18.

The CPB2 Property, commonly referred to as the “Portland Company Complex”, is located at 58 Fore Street in Portland, Maine and is currently zoned Waterfront Special Use Zone (WSUZ) with a Shoreland Overlay Zoning over the waterfront portion of the property. CPB2 LLC acquired the CPB2 Property from the previous owner in two (2) installments, the first occurring in July 2013 and the second occurring in April 2014 (see Section 3 of this application for additional information on Right, Title or Interest); during the past 12 months, CPB2 LLC has been evaluating rezoning of the CPB2 Property to align it with the goals of the Master Plan for Redevelopment of the Eastern Waterfront (Master Plan).

On the CPB2 Property, Map 18-A Lots 1 and 3 have frontage along Fore Street, while Lot 2 is located along the waterfront. Lots 1 and 3 are separated from Lot 2 by the State of Maine Property, which is currently utilized by the Maine Narrow Gauge Railroad and Portland Trails. The City of Portland Online Assessor’s Database and GIS parcel maps combine Lots 1 and 2 together as 6.92 acres, and list Lot 3 as 2.87 acres. A recent survey of the CPB2 Property indicates that Lots 1 and 2 are approximately 0.14 acres greater than the City’s Assessor’s Database. Lots 1 and 3 are proposed to be rezoned from WSUZ to B-6 Zone; Lot 2 is proposed to be rezoned from WSUZ to Eastern Waterfront Port Zone (EWPZ). The exact location of the proposed zone boundary between the B-6 zone and the EWPZ has not been determined at this time; we anticipate further discussions with City Staff to help define this boundary location.

Four (4) lots covering areas of submerged lands leased to the Owner, specifically Map 446-A, Lots 3 and 4, Map 2-X, Lot 1, and a portion of Map 2-A, Lot 18, are proposed to be rezoned from WSUZ to EWPZ (see Section 3 of this application for additional information on Right, Title or Interest).

The State of Maine Property, Map 18-A Lot 13, is a continuous strip of land that extends beyond the proposed area to be rezoned; a total of 1.35 acres of Lot 13 is proposed to be rezoned from WSUZ to B-6 under this application. In addition, 0.01 acres of City Property (Map 19-A Lot 14) is proposed to be rezoned from WSUZ to B-6, and 0.5 acres of City Property (Map 446-A Lot 1) is proposed to be rezoned from WSUZ to EWPZ.

Redevelopment in the eastern waterfront area of Portland, near the CPB2 Property, has intensified over the last 5 to 10 years, however, the property at 58 Fore Street and the properties immediately adjacent to the CPB2 Property have remained largely unchanged during this period. The CPB2 Property primarily slopes from northwest to southeast towards the waterfront. A steep grade change exists along Fore Street from northwest to southeast. The northeastern corner of the CPB2 Property is comprised of a steep, vegetated embankment. Retaining walls and buildings have been constructed along much of the boundary with Fore Street. A driveway from Fore Street on the western end of the CPB2 Property provides the primary means of site access. The CPB2 Property is also connected to Hancock Street and Thames Street by gravel parking lots and driveways located on adjacent parcels to the west.

## 2.2 AREA DEVELOPMENT

### 2.2.1 Recent Adjacent Projects

The City-owned Ocean Gateway facility with international ferry accommodations on Pier 2 Berth 1 was completed in 2008, and construction of the facility's cruise ship accommodations on Pier 2 Berth 2 was completed in 2011; this project is located within the Eastern Waterfront Port Zone and the adjacent B-6 Eastern Waterfront Mixed Zone. The Ocean Gateway project included the construction of roadway extensions in the vicinity of the subject property. The Ocean Gateway facility is currently used as a terminal for Nova Star Cruises, which provides international ferry service to Nova Scotia, and as an event center and transient berthing for cruise ships and other vessels. Renewed use of the terminal for regular international ferry service to Nova Scotia began in May 2014 under Nova Star Cruises; previous international ferry service provided by the Bay Ferries Cat ended operations in 2009.

The roughly 750-space privately-owned Ocean Gateway parking garage was constructed in 2008 at the northwest corner of the Fore and Hancock street intersection, located within the B5b Urban Commercial Business Zone. In the last several years, a roughly 180-key Marriott Residence Inn was completed on the northeast corner of the Fore and Hancock street intersection, located in the B5b Urban Commercial Business Zone. In 2012, a roughly 120-key Hampton Inn with ground-floor restaurant and residential condominiums was completed at northeast corner of the intersection of Fore and Franklin Streets, at the former Jordan's Meats site, located in the B3 Commercial Business Zone. Phase one of a two phase project referred to as the "The Bay House" was recently completed on the east side of the block formed by Hancock, Newbury, Middle and India Streets in a Contract Zone (C52). Phase I of the project included two buildings containing 84 residential condominium units and street level commercial space.

### 2.2.2 Existing Use & Zoning

The existing CPB2 Property is developed with warehouse and storage buildings on Lots 1 and 2 with associated parking and laydown areas, and similar parking and laydown areas on Lot 3 and the adjacent City-owned lots. The State of Maine Property, the 50' wide strip of land that bisects the CPB2 Property, includes railroad tracks owned, utilized and maintained by the Maine Narrow Gauge Railway as well as a section of the paved, public pathway, The Eastern Promenade Trail, maintained by Portland Trails/City of Portland. The majority of the existing 15 buildings on the CPB2 Property are currently occupied by Portland Yacht Services, which provides full-service boatyard operations accompanied by marina operations. The remainder of the CPB2 Property is leased to various other tenants. The CPB2 Property also serves as exhibition and event space, hosting events ranging from wedding receptions to several well recognized annual events, including the Maine Boatbuilders Show and the Portland Flower Show.

The CPB2 Property is currently located in the City's Waterfront Special Use Zone (WSUZ), and is partially within the Shoreland Overlay Zone. A figure showing the existing zoning map for the area around and including the CPB2 Property is provided in Appendix B of this Report. WSUZ permits the following marine-related uses:

- Marinas, boat repair yards, boat storage;
- Seafood processing, packing and packaging, loading and distribution;
- Commercial marine transport and excursion services, ferries, captained charter services, sport fishing and water taxis;
- Marine office, including offices of owners of wharves or their agents, and naval architects, and seafood brokers;
- Marine wholesaling, distribution, retailing, marine repair services;



- Harbor and marine supplies and services, ship supply such as fueling and bunkering of vessels;
- Marine industrial welding and fabricating, shipbuilding and facilities for construction, maintenance, and repair of vessels; and
- Cargo handling facilities, including docking, loading, and related storage.

The following commercial uses are permitted on Lots 1 and 3, on the north side of the railroad track (State of Maine Property, Lot 13) in existing buildings or in a new building that meets a zoning-defined square footage requirement:

- Professional, business, and general offices;
- Business service establishments;
- Restaurants;
- Cabinet and carpentry shops;
- Cold storage facilities; and
- Museums and art galleries.

### 2.3 PROPOSED ZONE MAP & TEXT AMENDMENTS

The Owner of the CPB2 Property is requesting a zone map amendment with associated text edits for the CPB2 Property and the abutting State of Maine Property and City Property. Specifically, the Owner is requesting an extension of the B-6 Zone and Eastern Waterfront Port Zone (EWPZ) to cover the CPB2 Property, four lots comprising submerged lands leased to the Owner, two small areas on adjacent City-owned lots (City Property), and a portion of Lot 13 (State of Maine Property), as originally contemplated during the development of the Master Plan. Extending these existing zones over these properties will eliminate the need for the Waterfront Special Use Zone (WSUZ). The former owner of the CPB2 Property objected to the extension of the B-6 zone to his property, and the WSU Zone was created, as a compromise, for only the CPB2 Property (and the adjacent State and City Properties noted herein) in order to protect the then-owner's right to operate and expand his boat repair business, which use was not permitted under the B-6 zone, and to continue his other non-marine uses. No changes are proposed to the existing Shoreland overlay zone. A figure showing the proposed zoning map for the CPB2 Property is provided in Appendix B of this Report.

As shown by the existing zoning map, the neighboring property to the west of the CPB2 Property is zoned as B-6. The B-6 zone encourages development that emphasizes quality pedestrian experience, promotes public transport, and demonstrates exemplary urban design.

The Purpose of the B-6 Zone, as stated in Sec. 14-268. of the City of Portland Code of Ordinances is as follows:

*The purpose of the B-6, eastern waterfront mixed zone is to establish a zoning district for the upland portion of the eastern waterfront area. The B-6 zone encourages this district to acquire a distinctly urban form through development that emphasizes a quality pedestrian experience, promotes public transit, and demonstrates exemplary urban design. The zone promotes a range of uses to achieve twenty-four urban vitality and shared use of parking infrastructure as recommended in the eastern waterfront master plan for redevelopment.*

*The zone language established herein provides regulatory framework to promote the mixed-use development pattern envisioned for urban land on Portland's peninsula. Specific development*

*criteria, including building height overlays and design standards, may be established for this district to supplement the provisions of this section.*

Proposed text amendments to the B-6 and EWPZ zones are provided in Appendix C of this Application. These text amendments include the addition of zone-appropriate uses and clarifications to text. Our team has reviewed the proposed text amendments with City Staff at our Pre-Application Meeting, and welcomes discussion of any revisions that may be suggested by Staff to ensure that structure, context, and consistency is maintained in the City's Land Use Code.

## **2.4 COMPLIANCE WITH THE CITY OF PORTLAND COMPREHENSIVE PLAN**

This request for a zone map amendment is in compliance with the City of Portland Comprehensive Plan, as it is directly aligned with the goals, objectives, and recommendations of the Master Plan, an adopted element of the Comprehensive Plan. As stated in the City's Comprehensive Plan, the Master Plan focused, in part, on the potential for high-value, mixed-use development on the upland areas of the Eastern Waterfront. The Master Plan also included zoning recommendations designed/intended to increase opportunities for a mix of residential, commercial, and office uses.

The Eastern Waterfront Development and Master Planning Committee worked to create a consensual, unified vision for private and public development in the study area. The Master Planning process sought involvement from all stakeholders in an open, participatory process and considered both impacts and opportunities presented for the Eastern Waterfront.

The Master Plan was adopted by the City Council in December of 2004 and focused on four adopted principles to guide redevelopment and land use policy in the eastern waterfront:

*The principles and objectives reported here are of equal value and should be applied uniformly during the evaluation of proposed land use policies and development for the Eastern Waterfront.*

- *Character and Impact of Development: Development within the eastern waterfront will be compatible with the surrounding areas, neighborhoods, natural environment, and maritime uses;*
- *Mixed Use: Development within the eastern waterfront will create a vital and active mixed use urban area that generates life and use every day of the year and all hours of the day;*
- *Maritime Resources: Development in the eastern waterfront on piers, bulkheads, and on land within 75 feet of mean high water line will give priority to compatible water-dependent and maritime uses; and*
- *Economically Responsible Development: Development within the eastern waterfront will provide a significant benefit to the City and regional economy.*

The Master Plan notes that "Mixed Use" includes, but is not limited to residential, commercial, public, institutional, marine, park, trail, and industrial uses (all as generally defined in the B-6 zone of the City of Portland Land Use Code).

The B-6 Eastern Waterfront Mixed Use Zone, was adopted concurrently with the adoption of the Master Plan in December of 2004, and in September of 2006, the City Council adopted the EWPZ. At the time, the City adopted a Waterfront Special Use Zone for the Property in accommodation of the desires of the prior landowner.

The City of Portland Future Land Use Map indicates that the Site is located within the area designated as "Redevelopment/Study Area B – Waterfront East". It is the Owner's understanding, as verified by City Staff and other key contributors to the Master Plan, and its process, that the CPB2 Property was intended to be rezoned to include the Mixed Use (upland) and Maritime Resource (waterfront) objectives of the Master Plan, upon agreement from the landowner, and upon determination of a more appropriate zone

designation. The B-6 and EWPZ zones were created to achieve the Mixed Use and Maritime Resource objectives of the Master Plan respectively, as these zones were established as a direct recommendation of the Master Plan. As stated in the Master Plan and its associated design guidelines document, “*the [design] guidelines [established in the plan] have [the] intended application [of] a policy basis for future zoning and land use ordinance changes for the Eastern Waterfront*”.

As stated in the City’s Land Use Code, the purpose of the B-6 Eastern Waterfront Mixed Zone is to establish a zoning district for the upland portion of the eastern waterfront area. The B-6 zone encourages this district to acquire a distinctly urban feel through development that emphasizes quality pedestrian experiences, promotes public transit, demonstrates exemplary urban design, and encourages uses which/that achieve 24-hour urban vitality. The rezoning of the CPB2 Property to B-6 and EWPZ would ensure that the development be compatible with the surrounding neighborhood, as the neighboring property to the west of the CPB2 Property has since been rezoned to B-6 and EWPZ, and the residential uses of the B-6 zone complement the Munjoy Hill neighborhood zoned R-6 to the north and east of the CPB2 Property. Furthermore, the new zoning would encourage mixed use development on the 10 acre CPB2 Property, and 13 acre marina, which would provide significant benefit to the local economy, sustain and strengthen water-dependent uses, and enhance the economic viability of the Eastern Waterfront’s property and facilities. For these reasons, the proposed zoning amendments are consistent with the goals and intent of the City’s Comprehensive Plan for the Eastern Waterfront. CPB2 LLC, the new landowner of the CPB2 Property, welcomes this zone change.

In summary:

- The Master Plan for Redevelopment of the Eastern Waterfront development process headed by the Eastern Waterfront Development and Master Planning Committee informed the creation of the B-6 Zone and EWPZ to achieve the vision for the public and private properties on the Eastern Waterfront.
- The CPB2 Property was intended for mixed use rezoning (B-6 and EWPZ) during the Master Plan process;
- The previous owner of the Property opted for the Waterfront Special Use Zone (WSUZ) to preserve existing uses on the property
- The B-6 Zone incorporates the goals for “Mixed Use”, “Economically Responsible Development”, and “Character and Impact of Development”, as described in the Master Plan
- The EWPZ incorporates the goals for preservation of “Maritime Resources” on the waterfront as described in the Master Plan

## 2.5 SITE PLAN AND PROCESS

The Zoning Map / Text Amendment Application form from the City of Portland Planning and Urban Development Department requests the submittal of a Site Plan showing the existing and proposed improvements for the site. CPB2 LLC is requesting to rezone the CPB2 Property in accordance with the intent of the Master Plan, similar to the process undertaken by the City when rezoning the adjacent lots in 2004 and 2006 during the establishment of the B6 and EWP Zones. Rezoning the CPB2 Property is a necessary initial step that will inform future planning and concept design development for the CPB2 Property; however, at this time the Owner does not propose changes to the existing site or its uses. As such, included in Appendix D of this Application is a site plan showing the existing and proposed site conditions (which will remain unchanged under this Application).

Upon receiving approval for a Zoning Map / Text Amendment, CPB2 LLC anticipates entering into a coordination and planning process to develop concept plans and potentially a Master Development Plan for redevelopment of the CPB2 Property. Any future changes to the site will follow the processes

---

established in the City's Land Use Code, including preparing either a Master Development Plan, Site Plans, and/or Subdivision Plans, and seeking approval from the appropriate local, state and federal review authorities.

---

### 3. EVIDENCE OF RIGHT, TITLE OR INTEREST

The CPB2 Property located at 58 Fore Street, is owned by CPB2, LLC (parcel located at map/block/lots 18/A/ 1, 2, & 3). CPB2 LLC acquired the CPB2 Property from the previous landowner in two (2) installments, the first occurring in July 2013 and the second occurring in April 2014; a copy of the Deeds are included in Appendix E. A tax map and parcel information is provided in Appendix A of this submission package.

Four (4) lots covering areas of submerged lands leased to the Owner, specifically Map 446-A, Lots 3 & 4, Map 2-X, Lot 1, and a portion of Map 2-A, Lot 18, are proposed to be rezoned from WSUZ to EWPZ. A copy of the submerged lands lease for these lots is included in Appendix E.

With respect to the State of Maine Property, Lot 13, CPB2 LLC has been working closely with the MaineDOT to review the zone map change proposal. The Owner has been in discussions with MaineDOT and anticipates receiving a letter confirming acceptance of the proposal to rezone this land from the MaineDOT; a copy of which will be forwarded to the Planning office. It should be noted that the change in zone will not serve to limit or restrict the current uses on Lot 13, and that portions of this lot were rezoned by the City in 2006 during the establishment of the Eastern Waterfront Port Zone.

With respect to the City Property, 0.01 acres of City-owned Map 19-A Lot 14 is proposed to be rezoned from WSUZ to B-6, and 0.5 acres of City-owned Map 446-A Lot 1 is proposed to be rezoned from WSUZ to EWPZ. These are small areas of larger City-owned lots that fall within the current WSUZ. These areas should be rezoned under this application to keep consistency with the adjacent zones, and to eliminate the WSUZ. We anticipate the City will be accepting of these proposed zone map changes over sections of their property.

## APPENDIX A: TAX MAPS



# My Map

58 Fore Street - Lot 1 & 2



Copyright 2011 Esri. All rights reserved. Mon Jul 28 2014 04:39:17 PM.

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

City Home Departments City Council E-Services Calendar Jobs

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

browse city services a-z

browse facts and links a-z

**CBL** 018 A001001  
**Land Use Type** WAREHOUSE & STORAGE  
*Verify legal use with Inspections Division*  
**Property Location** 58 FORE ST  
**Owner Information** CPB2 LLC  
 PO BOX 7987  
 PORTLAND ME 04112  
**Book and Page** 31425/267  
**Legal Description** 18-A-1-2  
 FORE ST 10-82  
 301299 SF  
**Acres** 6.9169

**Current Assessed Valuation:**

**TAX ACCT NO.** 2994 **OWNER OF RECORD AS OF APRIL 2014** CPB2 LLC  
**LAND VALUE** \$4,140,300.00  
**BUILDING VALUE** \$1,856,000.00  
**NET TAXABLE - REAL ESTATE** \$5,996,300.00  
**TAX AMOUNT** \$119,926.00

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

**Building Information:**



Best viewed at 800x600, with Internet Explorer

**Building 1**  
**Year Built** 1900  
**Style/Structure Type** MANUFACTURING  
**# Units** 1  
**Building Num/Name** 1 - PORTLAND YCHT SVCES  
**Square Feet** 118132

[View Sketch](#)

[View Map](#)

[View Picture](#)



**Building 2**  
**Year Built** 1900  
**Style/Structure Type** MANUFACTURING  
**# Units** 1  
**Building Num/Name** 2 - PORTLAND YACHT SERVICES  
**Square Feet** 19526

[View Sketch](#)

[View Map](#)

[View Picture](#)



**Building 3**  
**Year Built** 1951  
**Style/Structure Type** OFFICE BUILDING - LOW-RISE  
**# Units** 1  
**Building Num/Name** 3 - CORNER STONES  
**Square Feet** 9120

[View Sketch](#)

[View Map](#)

[View Picture](#)



**Exterior/Interior Information:**



<b>Building 1</b>	
Levels	01/01
Size	35578
Use	WAREHOUSE
Height	14
Walls	BRICK/STONE
Heating	UNIT HEAT
A/C	NONE
<b>Building 1</b>	
Levels	01/01
Size	4800
Use	LIGHT MANUFACTURING
Height	14
Walls	BRICK/STONE
Heating	UNIT HEAT
A/C	NONE
<b>Building 1</b>	
Levels	02/02
Size	2930
Use	WAREHOUSE
Height	11
Walls	BRICK/STONE
Heating	UNIT HEAT
A/C	NONE
<b>Building 1</b>	
Levels	02/02
Size	14260
Use	SUPPORT AREA
Height	11
Walls	BRICK/STONE
Heating	UNIT HEAT
A/C	NONE
<b>Building 1</b>	
Levels	03/03
Size	12230
Use	SUPPORT AREA
Height	10
Walls	BRICK/STONE
Heating	UNIT HEAT
A/C	NONE
<b>Building 1</b>	
Levels	01/01
Size	32104
Use	WAREHOUSE
Height	22
Walls	METAL-LIGHT
Heating	UNIT HEAT
A/C	NONE
<b>Building 1</b>	
Levels	01/01
Size	12170
Use	LIGHT MANUFACTURING
Height	14
Walls	BRICK/STONE
Heating	UNIT HEAT
A/C	NONE
<b>Building 1</b>	
Levels	01/01
Size	4060
Use	MULTI-USE OFFICE
Height	12
Walls	CONC. BLOCK
Heating	ELECTRIC
A/C	NONE
<b>Building 2</b>	
Levels	B1/B1
Size	4359
Use	RETAIL STORE
Height	10
Heating	HOT AIR
A/C	NONE
<b>Building 2</b>	
Levels	01/01
Size	3120
Use	SUPPORT AREA
Height	12
Walls	BRICK/STONE
Heating	NONE
A/C	NONE

**Building 2**  
**Levels** 01/01  
**Size** 4559  
**Use** RETAIL STORE  
**Height** 12  
**Walls** BRICK/STONE  
**Heating** HOT AIR  
**A/C** NONE

**Building 2**  
**Levels** 02/02  
**Size** 3120  
**Use** SUPPORT AREA  
**Height** 12  
**Walls** BRICK/STONE  
**Heating** NONE  
**A/C** NONE

**Building 2**  
**Levels** 03/03  
**Size** 3120  
**Use** SUPPORT AREA  
**Height** 10  
**Walls** BRICK/STONE  
**Heating** NONE  
**A/C** NONE

**Building 2**  
**Levels** 04/04  
**Size** 1248  
**Use** SUPPORT AREA  
**Height** 8  
**Walls** BRICK/STONE  
**Heating** NONE  
**A/C** NONE

**Building 3**  
**Levels** 01/01  
**Size** 3840  
**Use** OFFICE BUILDING  
**Height** 10  
**Walls** BRICK/STONE  
**Heating** HW/STEAM  
**A/C** NONE

**Building 3**  
**Levels** 02/02  
**Size** 3840  
**Use** OFFICE BUILDING  
**Height** 10  
**Walls** MASNRY/FRAME  
**Heating** HW/STEAM  
**A/C** NONE

**Building 3**  
**Levels** 03/03  
**Size** 1440  
**Use** OFFICE BUILDING  
**Height** 10  
**Walls** MASNRY/FRAME  
**Heating** HW/STEAM  
**A/C** NONE

***Other Features:***

**Building 1**  
**Structure** OVERHEAD DOOR - ROLLING  
 STEEL  
**Size** 12X20

**Building 1**  
**Structure** OVERHEAD DOOR - ROLLING  
 STEEL  
**Size** 14X30

**Building 1**  
**Structure** CRANEWAYS  
**Size** 628X0

**Building 1**  
**Structure** ROOF - MONITOR  
**Size** 336X10

**Building 1**  
**Structure** AERIAL WALK  
**Size** 6X42

**Building 1**

	<b>Building 1</b>
<b>Structure</b>	OVERHEAD DOOR - WD/MT
<b>Size</b>	12X14
	<b>Building 1</b>
<b>Structure</b>	ROOF - MONITOR
<b>Size</b>	474X12
	<b>Building 1</b>
<b>Structure</b>	ROOF - MONITOR
<b>Size</b>	204X5
	<b>Building 2</b>
<b>Structure</b>	OVERHEAD DOOR - WD/MT
<b>Size</b>	14X20
	<b>Building 2</b>
<b>Structure</b>	WOOD DECK
<b>Size</b>	960X1
	<b>Building 2</b>
<b>Structure</b>	PORCH - COVERED
<b>Size</b>	200X1
	<b>Building 2</b>
<b>Structure</b>	SPRINKLER - DRY
<b>Size</b>	20098X1
	<b>Building 3</b>
<b>Structure</b>	SPRINKLER - WET
<b>Size</b>	9120X1
	<b>Building 3</b>
<b>Structure</b>	CANOPY - ROOF/SLAB
<b>Size</b>	7X16

***Outbuildings/Yard Improvements:***

	<b>Building 1</b>
<b>Year Built</b>	1960
<b>Structure</b>	FENCE CHAIN
<b>Size</b>	11100
<b>Units</b>	1
<b>Grade</b>	C
<b>Condition</b>	2

	<b>Building 1</b>
<b>Year Built</b>	1960
<b>Structure</b>	ASPHALT PARKING
<b>Size</b>	80000
<b>Units</b>	1
<b>Grade</b>	C
<b>Condition</b>	2

	<b>Building 1</b>
<b>Year Built</b>	1930
<b>Size</b>	1X1260
<b>Units</b>	1
<b>Grade</b>	C
<b>Condition</b>	2

***Sales Information:***

<b>Sale Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page</b>
4/3/2014	LAND + BUILDING	\$0.00	31425/267
3/1/1996	LAND + BUILDING	\$1,000,000.00	12399/112

**New Search!**



Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

### Current Owner Information:

#### Services

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

**CBL** 018 A003001  
**Land Use Type** VACANT LAND  
*Verify legal use with Inspections Division*  
**Property Location** 4 FORE ST  
**Owner Information** CPB2 LLC  
 254 COMMERCIAL ST STE 122  
 PORTLAND ME 04101  
**Book and Page** 30879/075  
**Legal Description** 18-A-3  
 FORE ST 2-8  
 EASTERN PROMENADE 1-3  
 125017 SF  
**Acres** 2.87

### Current Assessed Valuation:

[browse city services a-z](#)

[browse facts and links a-z](#)

<b>TAX ACCT NO.</b>	51582	<b>OWNER OF RECORD AS OF APRIL 2014</b>
		CPB2 LLC
<b>LAND VALUE</b>	\$2,439,900.00	254 COMMERCIAL ST STE 122
<b>BUILDING VALUE</b>	\$0.00	PORTLAND ME 04101
<b>NET TAXABLE - REAL ESTATE</b>	\$2,439,900.00	
<b>TAX AMOUNT</b>	\$48,798.00	



Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).



[View Map](#)

Best viewed at 800x600, with Internet Explorer

### Sales Information:

Sale Date	Type	Price	Book/Page
7/29/2013	LAND	\$8,000,000.00	30879/075
12/31/2012	LAND	\$7,800,000.00	30265/032

[New Search!](#)



# My Map

446-A-3



Copyright 2011 Esri. All rights reserved. Mon Aug 18 2014 01:43:38 PM.

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

**CBL** 446 A003001  
**Land Use Type** GOVERNMENTAL  
*Verify legal use with Inspections Division*  
**Property Location** 26 FORE ST R  
**Owner Information** STATE OF MAINE  
 AUGUSTA ME 04333  
**Book and Page**  
**Legal Description** 446-A-3-4  
 R FORE ST 26-36  
 U-19630  
 D-304290  
**Acres** 0.4506

**Current Assessed Valuation:**

[browse city services a-z](#)

[browse facts and links a-z](#)



**TAX ACCT NO.** No Tax Information Available at This Time

**LAND VALUE** \$601,100.00  
**BUILDING VALUE** \$0.00  
**STATE OF MAINE** (\$601,100.00)  
**NET TAXABLE - REAL ESTATE** \$0.00  
**TAX AMOUNT** ADODB.Field error '800a0bcd'

Either BOF or EOF is True, or the current record has been deleted. Requested operation requires a current record.

Best viewed at 800x600, with Internet Explorer

/searchdetail.asp, line 241

# My Map

446-A-4



Copyright 2011 Esri. All rights reserved. Mon Aug 18 2014 01:44:34 PM.



Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

<b>CBL</b>	446 A003001
<b>Land Use Type</b>	GOVERNMENTAL
<i>Verify legal use with Inspections Division</i>	
<b>Property Location</b>	26 FORE ST R
<b>Owner Information</b>	STATE OF MAINE
	AUGUSTA ME 04333
<b>Book and Page</b>	
<b>Legal Description</b>	446-A-3-4 R FORE ST 26-36 U-19630 D-304290
<b>Acres</b>	0.4506

**Current Assessed Valuation:**

[browse city services a-z](#)

[browse facts and links a-z](#)



<b>TAX ACCT NO.</b>	No Tax Information Available at This Time	
<b>LAND VALUE</b>		\$601,100.00
<b>BUILDING VALUE</b>		\$0.00
<b>STATE OF MAINE</b>		(\$601,100.00)
<b>NET TAXABLE - REAL ESTATE</b>		\$0.00
<b>TAX AMOUNT</b>		ADODB.Field error '800a0bcd'

Either BOF or EOF is True, or the current record has been deleted. Requested operation requires a current record.

Best viewed at 800x600, with Internet Explorer

/searchdetail.asp, line 241

# My Map

2-X-1



Copyright 2011 Esri. All rights reserved. Mon Aug 18 2014 01:45:57 PM



---

## Services

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

---

[browse city services a-z](#)

---

[browse facts and links a-z](#)




---

Best viewed at 800x600, with Internet Explorer

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

### Current Owner Information:

**CBL** 018 A001001  
**Land Use Type** WAREHOUSE & STORAGE  
 Verify legal use with  
 Inspections Division  
**Property Location** 58 FORE ST  
**Owner Information** CPB2 LLC  
 PO BOX 7987  
 PORTLAND ME 04112  
**Book and Page** 31425/267  
**Legal Description** 18-A-1-2  
 FORE ST 10-82  
 301299 SF  
**Acres** 6.9169

### Current Assessed Valuation:

<b>TAX ACCT NO.</b>	2994	<b>OWNER OF RECORD AS OF APRIL 2014</b>
<b>LAND VALUE</b>	\$4,140,300.00	CPB2 LLC
<b>BUILDING VALUE</b>	\$1,856,000.00	PO BOX 7987
<b>NET TAXABLE - REAL ESTATE</b>	\$5,996,300.00	PORTLAND ME 04112
<b>TAX AMOUNT</b>	\$119,926.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

### Building Information:

	<b>Building 1</b>
<b>Year Built</b>	1900
<b>Style/Structure Type</b>	MANUFACTURING

**# Units** 1  
**Building** 1 - PORTLAND YCHT  
**Num/Name** SVCES  
**Square Feet** 118132

[View Sketch](#) [View Map](#) [View Picture](#)



**Building 2**

**Year Built** 1900  
**Style/Structure Type** MANUFACTURING  
**# Units** 1  
**Building** 2 - PORTLAND YACHT  
**Num/Name** SERVICES  
**Square Feet** 19526

[View Sketch](#) [View Map](#) [View Picture](#)



**Building 3**

**Year Built** 1951  
**Style/Structure Type** OFFICE BUILDING - LOW-RISE  
**# Units** 1  
**Building** 3 - CORNER  
**Num/Name** STONES  
**Square Feet** 9120

[View Sketch](#) [View Map](#) [View Picture](#)



**Exterior/Interior Information:**

**Building 1**

**Levels** 01/01  
**Size** 35578  
**Use** WAREHOUSE  
**Height** 14  
**Walls** BRICK/STONE  
**Heating** UNIT HEAT  
**A/C** NONE

**Building 1**

**Levels** 01/01  
**Size** 4800  
**Use** LIGHT MANUFACTURING  
**Height** 14  
**Walls** BRICK/STONE  
**Heating** UNIT HEAT  
**A/C** NONE

**Building 1**

**Levels** 02/02  
**Size** 2930  
**Use** WAREHOUSE

Height 11  
Walls BRICK/STONE  
Heating UNIT HEAT  
A/C NONE

**Building 1**

Levels 02/02  
Size 14260  
Use SUPPORT AREA  
Height 11  
Walls BRICK/STONE  
Heating UNIT HEAT  
A/C NONE

**Building 1**

Levels 03/03  
Size 12230  
Use SUPPORT AREA  
Height 10  
Walls BRICK/STONE  
Heating UNIT HEAT  
A/C NONE

**Building 1**

Levels 01/01  
Size 32104  
Use WAREHOUSE  
Height 22  
Walls METAL-LIGHT  
Heating UNIT HEAT  
A/C NONE

**Building 1**

Levels 01/01  
Size 12170  
Use LIGHT  
MANUFACTURING  
Height 14  
Walls BRICK/STONE  
Heating UNIT HEAT  
A/C NONE

**Building 1**

Levels 01/01  
Size 4060  
Use MULTI-USE OFFICE  
Height 12  
Walls CONC. BLOCK  
Heating ELECTRIC  
A/C NONE

**Building 2**

Levels B1/B1  
Size 4359  
Use RETAIL STORE  
Height 10  
Heating HOT AIR  
A/C NONE

**Building 2**

Levels 01/01  
Size 3120  
Use SUPPORT AREA

**Height** 12  
**Walls** BRICK/STONE  
**Heating** NONE  
**A/C** NONE

**Building 2**

**Levels** 01/01  
**Size** 4559  
**Use** RETAIL STORE  
**Height** 12  
**Walls** BRICK/STONE  
**Heating** HOT AIR  
**A/C** NONE

**Building 2**

**Levels** 02/02  
**Size** 3120  
**Use** SUPPORT AREA  
**Height** 12  
**Walls** BRICK/STONE  
**Heating** NONE  
**A/C** NONE

**Building 2**

**Levels** 03/03  
**Size** 3120  
**Use** SUPPORT AREA  
**Height** 10  
**Walls** BRICK/STONE  
**Heating** NONE  
**A/C** NONE

**Building 2**

**Levels** 04/04  
**Size** 1248  
**Use** SUPPORT AREA  
**Height** 8  
**Walls** BRICK/STONE  
**Heating** NONE  
**A/C** NONE

**Building 3**

**Levels** 01/01  
**Size** 3840  
**Use** OFFICE BUILDING  
**Height** 10  
**Walls** BRICK/STONE  
**Heating** HW/STEAM  
**A/C** NONE

**Building 3**

**Levels** 02/02  
**Size** 3840  
**Use** OFFICE BUILDING  
**Height** 10  
**Walls** MASNRY/FRAME  
**Heating** HW/STEAM  
**A/C** NONE

**Building 3**

**Levels** 03/03  
**Size** 1440  
**Use** OFFICE BUILDING

**Height** 10  
**Walls** MASNRY/FRAME  
**Heating** HW/STEAM  
**A/C** NONE

### Other Features:

**Building 1**  
**Structure** OVERHEAD DOOR -  
 WD/MT  
**Size** 12X14

**Building 1**  
**Structure** CRANEWAYS  
**Size** 628X0

**Building 1**  
**Structure** OVERHEAD DOOR -  
 ROLLING STEEL  
**Size** 14X30

**Building 1**  
**Structure** ROOF - MONITOR  
**Size** 204X5

**Building 1**  
**Structure** ROOF - MONITOR  
**Size** 474X12

**Building 1**  
**Structure** AERIAL WALK  
**Size** 6X42

**Building 1**  
**Structure** ROOF - MONITOR  
**Size** 336X10

**Building 1**  
**Structure** OVERHEAD DOOR -  
 ROLLING STEEL  
**Size** 12X20

**Building 2**  
**Structure** OVERHEAD DOOR -  
 WD/MT  
**Size** 14X20

**Building 2**  
**Structure** SPRINKLER - DRY  
**Size** 20098X1

**Building 2**  
**Structure** PORCH - COVERED  
**Size** 200X1

**Building 2**  
**Structure** WOOD DECK  
**Size** 960X1

**Building 3**  
**Structure** SPRINKLER - WET  
**Size** 9120X1

**Building 3**

**Structure** CANOPY - ROOF/SLAB  
**Size** 7X16

**Outbuildings/Yard Improvements:**

**Building 1**  
**Year Built** 1930  
**Size** 1X1260  
**Units** 1  
**Grade** C  
**Condition** 2

**Building 1**  
**Year Built** 1960  
**Structure** FENCE CHAIN  
**Size** 11100  
**Units** 1  
**Grade** C  
**Condition** 2

**Building 1**  
**Year Built** 1960  
**Structure** ASPHALT PARKING  
**Size** 80000  
**Units** 1  
**Grade** C  
**Condition** 2

**Sales Information:**

Sale Date	Type	Price	Book/Page
4/3/2014	LAND + BUILDING	\$613,070.00	31425/267
3/1/1996	LAND + BUILDING	\$1,000,000.00	12399/112

[New Search!](#)



# My Map

2-A-18



Copyright 2011 Esri. All rights reserved. Mon Aug 18 2014 01:47:17 PM

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

[browse city services a-z](#)

[browse facts and links a-z](#)



Best viewed at 800x600, with Internet Explorer

<b>CBL</b>	001 A002001
<b>Land Use Type</b>	GOVERNMENTAL
<b>Verify legal use with Inspections Division</b>	
<b>Property Location</b>	0 EASTERN PROMENADE
<b>Owner Information</b>	STATE OF MAINE STATE HOUSE AUGUSTA ME 04330
<b>Book and Page</b>	10924/91
<b>Legal Description</b>	1-A-2 1-C-2T05 2-A-16 TO 20-22 4-A-6 5-E-3 TO 5 6-A-4 6-B-2 18-A-13 19-A-15 880102 SF
<b>Acres</b>	20.2044

**Current Assessed Valuation:**

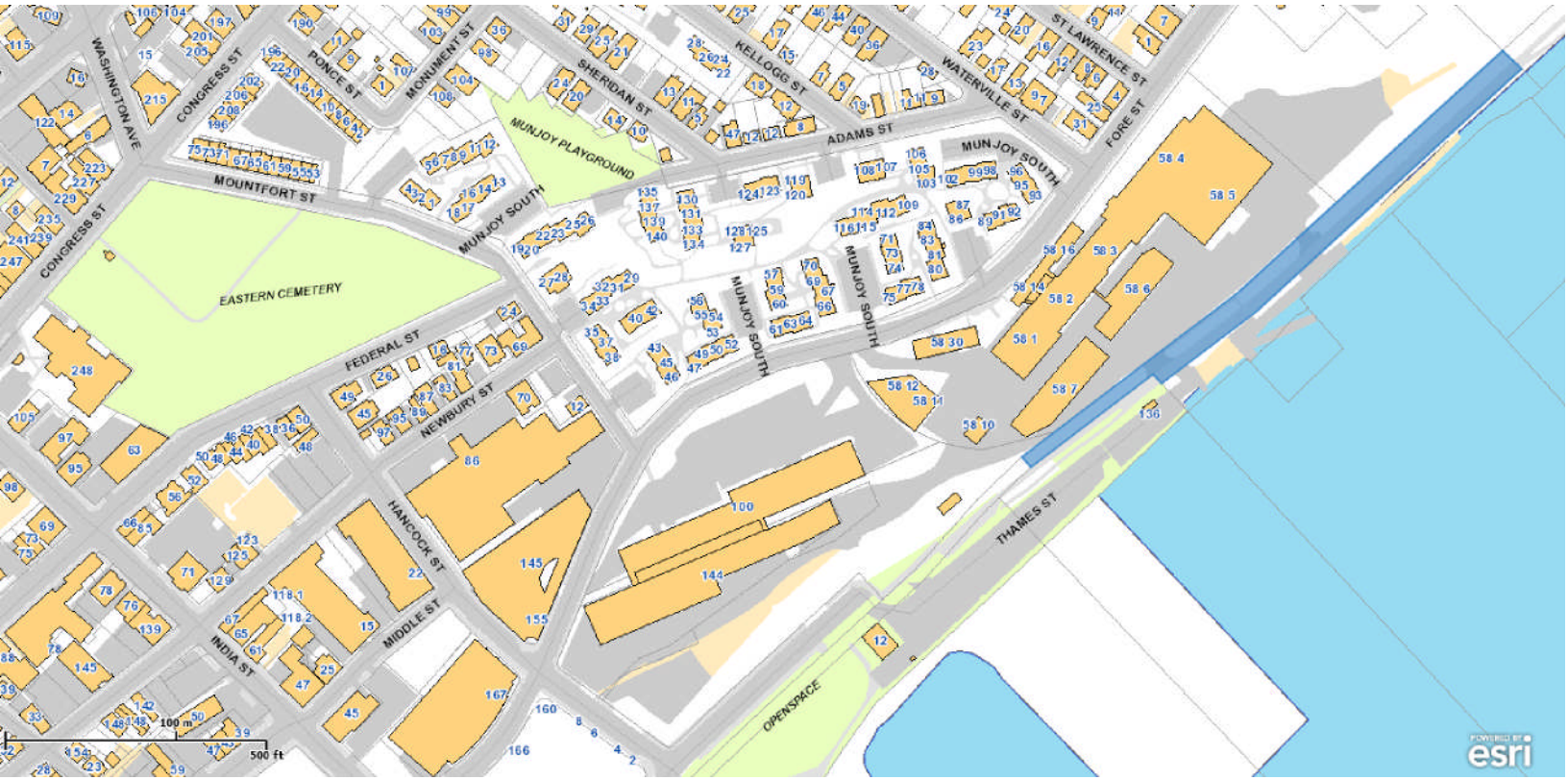
<b>TAX ACCT NO.</b>	No Tax Information Available at This Time	
<b>LAND VALUE</b>		\$3,080,400.00
<b>BUILDING VALUE</b>		\$0.00
<b>STATE OF MAINE</b>		(\$3,080,400.00)
<b>NET TAXABLE - REAL ESTATE</b>		\$0.00
<b>TAX AMOUNT</b>		ADODB.Field error '800a0bcd'

Either BOF or EOF is True, or the current record has been deleted. Requested operation requires a current record.

/searchdetail.asp, line 241

# My Map

18-A-13



Copyright 2011 Esri. All rights reserved. Mon Aug 18 2014 11:07:28 AM

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

[browse city services a-z](#)

[browse facts and links a-z](#)



Best viewed at 800x600, with Internet Explorer

<b>CBL</b>	001 A002001
<b>Land Use Type</b>	GOVERNMENTAL
<b>Verify legal use with Inspections Division</b>	
<b>Property Location</b>	0 EASTERN PROMENADE
<b>Owner Information</b>	STATE OF MAINE STATE HOUSE AUGUSTA ME 04330
<b>Book and Page</b>	10924/91
<b>Legal Description</b>	1-A-2 1-C-2T05 2-A-16 TO 20-22 4-A-6 5-E-3 TO 5 6-A-4 6-B-2 18-A-13 19-A-15 880102 SF
<b>Acres</b>	20.2044

**Current Assessed Valuation:**

<b>TAX ACCT NO.</b>	No Tax Information Available at This Time
<b>LAND VALUE</b>	\$3,080,400.00
<b>BUILDING VALUE</b>	\$0.00
<b>STATE OF MAINE</b>	(\$3,080,400.00)
<b>NET TAXABLE - REAL ESTATE</b>	\$0.00
<b>TAX AMOUNT</b>	ADODB.Field error '800a0bcd'

Either BOF or EOF is True, or the current record has been deleted. Requested operation requires a current record.

/searchdetail.asp, line 241



# My Map

19-A-14



Copyright 2011 Esri. All rights reserved. Mon Aug 18 2014 11:02:41 AM

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

[browse city services a-z](#)

[browse facts and links a-z](#)



Best viewed at 800x600, with Internet Explorer

<b>CBL</b>	019 A014001
<b>Land Use Type</b>	GOVERNMENTAL
<b>Verify legal use with Inspections Division</b>	
<b>Property Location</b>	0 HANCOCK ST CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
<b>Owner Information</b>	
<b>Book and Page</b>	21951/341
<b>Legal Description</b>	19-A-14 HANCOCK ST THAMES ST 111142 SF
<b>Acres</b>	2.5515

**Current Assessed Valuation:**

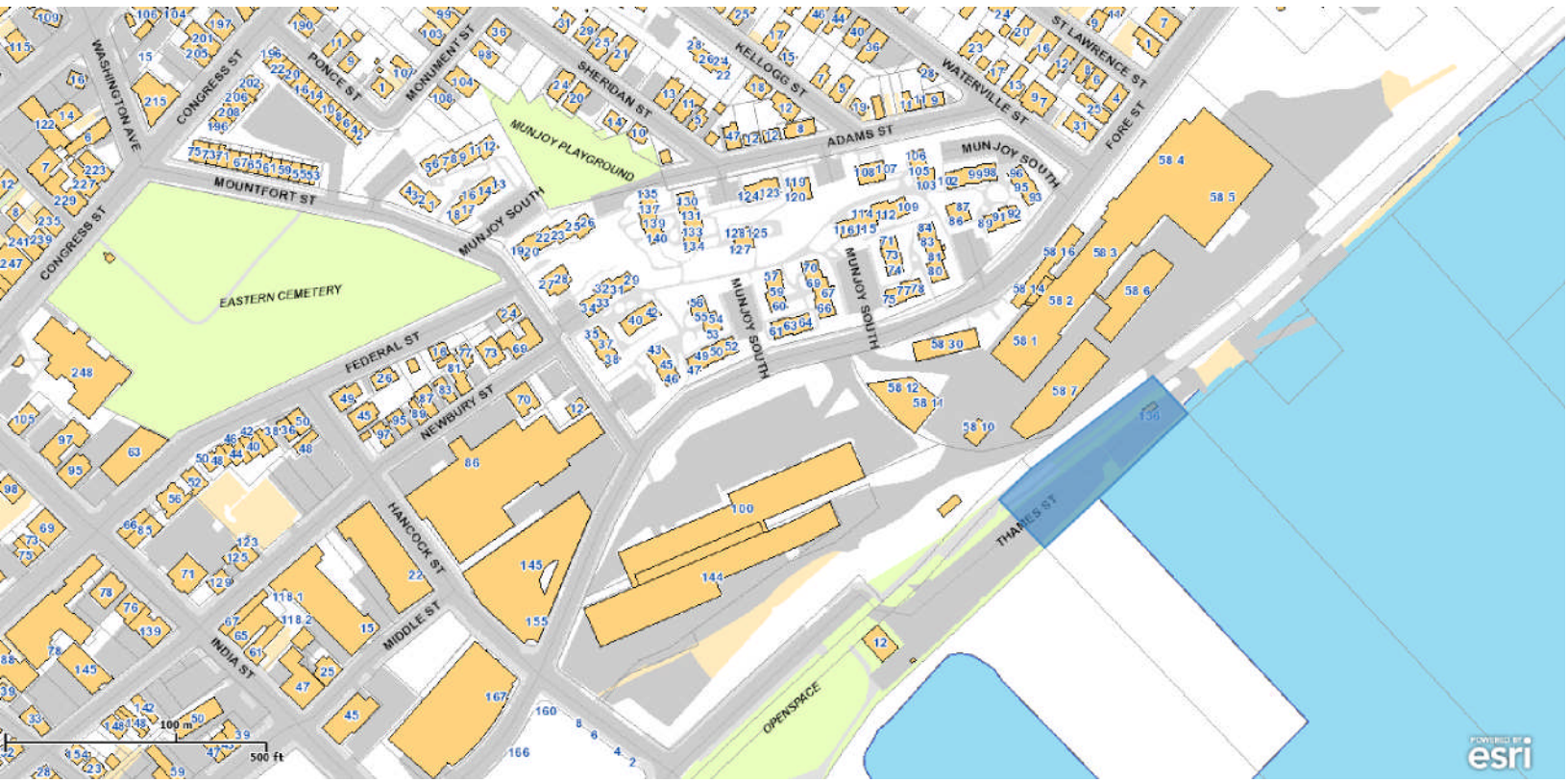
<b>TAX ACCT NO.</b>	No Tax Information Available at This Time	
<b>LAND VALUE</b>		\$2,716,900.00
<b>BUILDING VALUE</b>		\$0.00
<b>PORTLAND, CITY OF</b>		(\$2,716,900.00)
<b>NET TAXABLE - REAL ESTATE</b>		\$0.00
<b>TAX AMOUNT</b>		ADODB.Field error '800a0bcd'

Either BOF or EOF is True, or the current record has been deleted. Requested operation requires a current record.

/searchdetail.asp, line 241

# My Map

446-A-001



Copyright 2011 Esri. All rights reserved. Mon Aug 18 2014 11:13:30 AM

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#) [Home](#) [Departments](#) [City Council](#) [E-Services](#) [Calendar](#) [Jobs](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**Services**

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

**CBL** 444 A003001  
**Land Use Type** GOVERNMENTAL  
*Verify legal use with Inspections Division*  
**Property Location** 6 COMMERCIAL ST  
**Owner Information** CITY OF PORTLAND  
 389 CONGRESS ST  
 PORTLAND ME 04101  
**Book and Page**  
**Legal Description** 444-A-3-4 445-A-1-2  
 446-A-1-2  
 COMMERCIAL ST 6-44 THAMES ST  
 443300 SF 1459157 SF  
**Acres** 10.1768

**Current Assessed Valuation:**

[browse city services a-z](#)

[browse facts and links a-z](#)



**TAX ACCT NO.** No Tax Information Available at This Time

**LAND VALUE** \$6,947,700.00  
**BUILDING VALUE** \$18,335,080.00  
**PORTLAND, CITY OF** (\$25,282,780.00)  
**NET TAXABLE - REAL ESTATE** \$0.00  
**TAX AMOUNT** ADODB.Field error '800a0bcd'

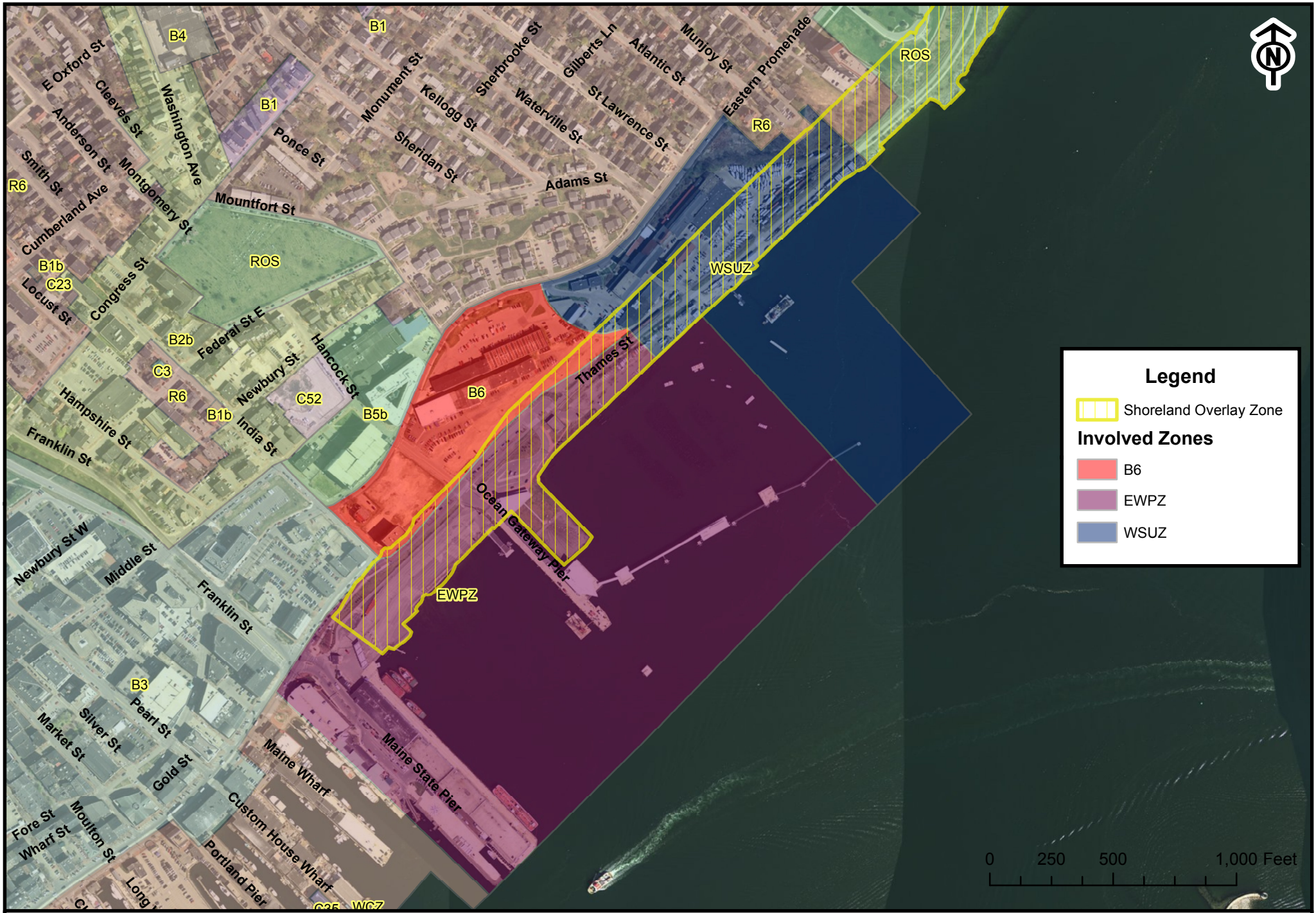
Either BOF or EOF is True, or the current record has been deleted. Requested operation requires a current record.

Best viewed at 800x600, with Internet Explorer





/searchdetail.asp, line 241



## **APPENDIX B: EXISTING & PROPOSED ZONING MAPS**

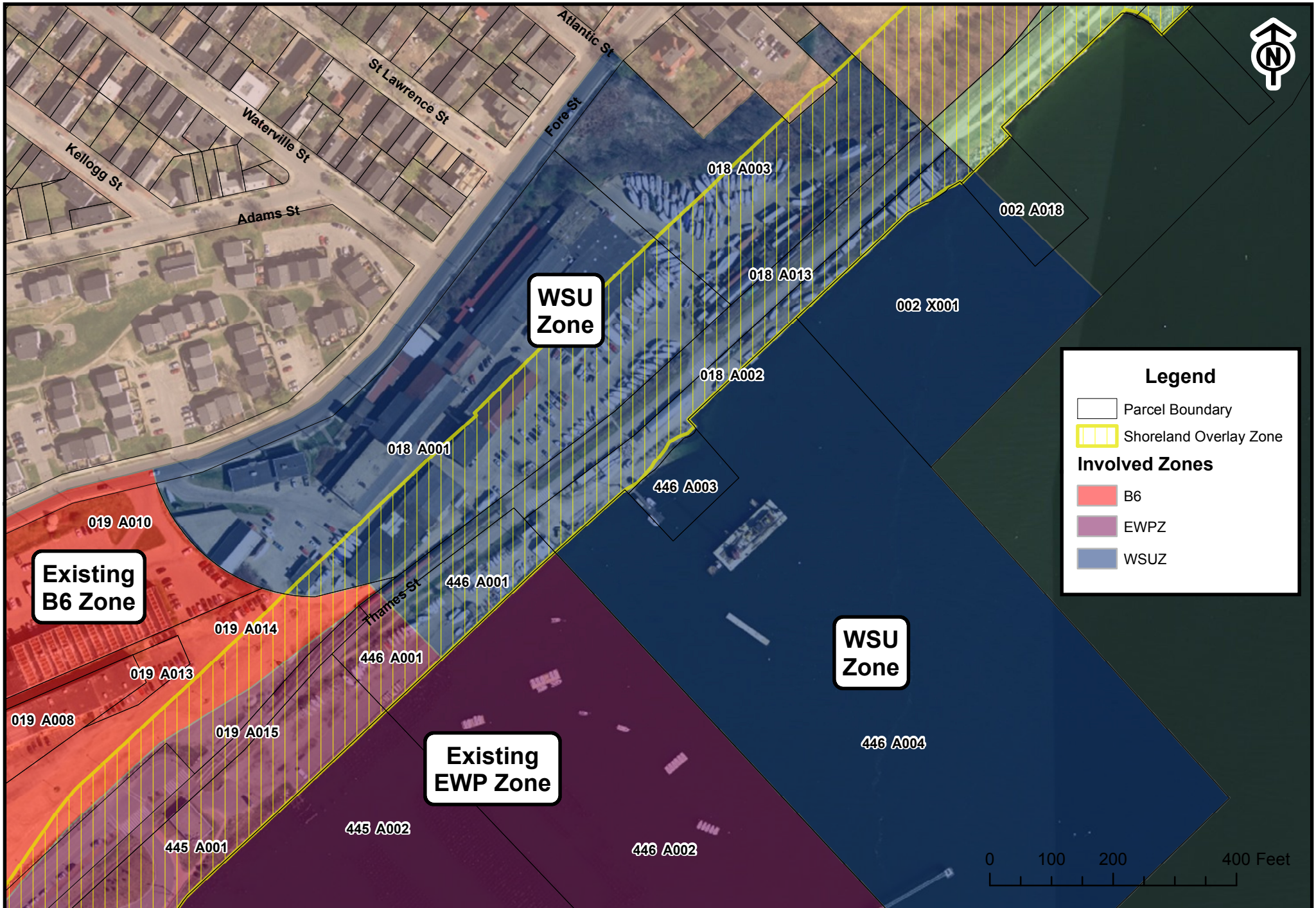


**Legend**

-  Shoreland Overlay Zone
- Involved Zones**
-  B6
-  EWPZ
-  WSUZ

# Existing Portland Eastern Waterfront Zoning Map





**Existing  
B6 Zone**

**WSU  
Zone**

**Existing  
EWP Zone**

**WSU  
Zone**

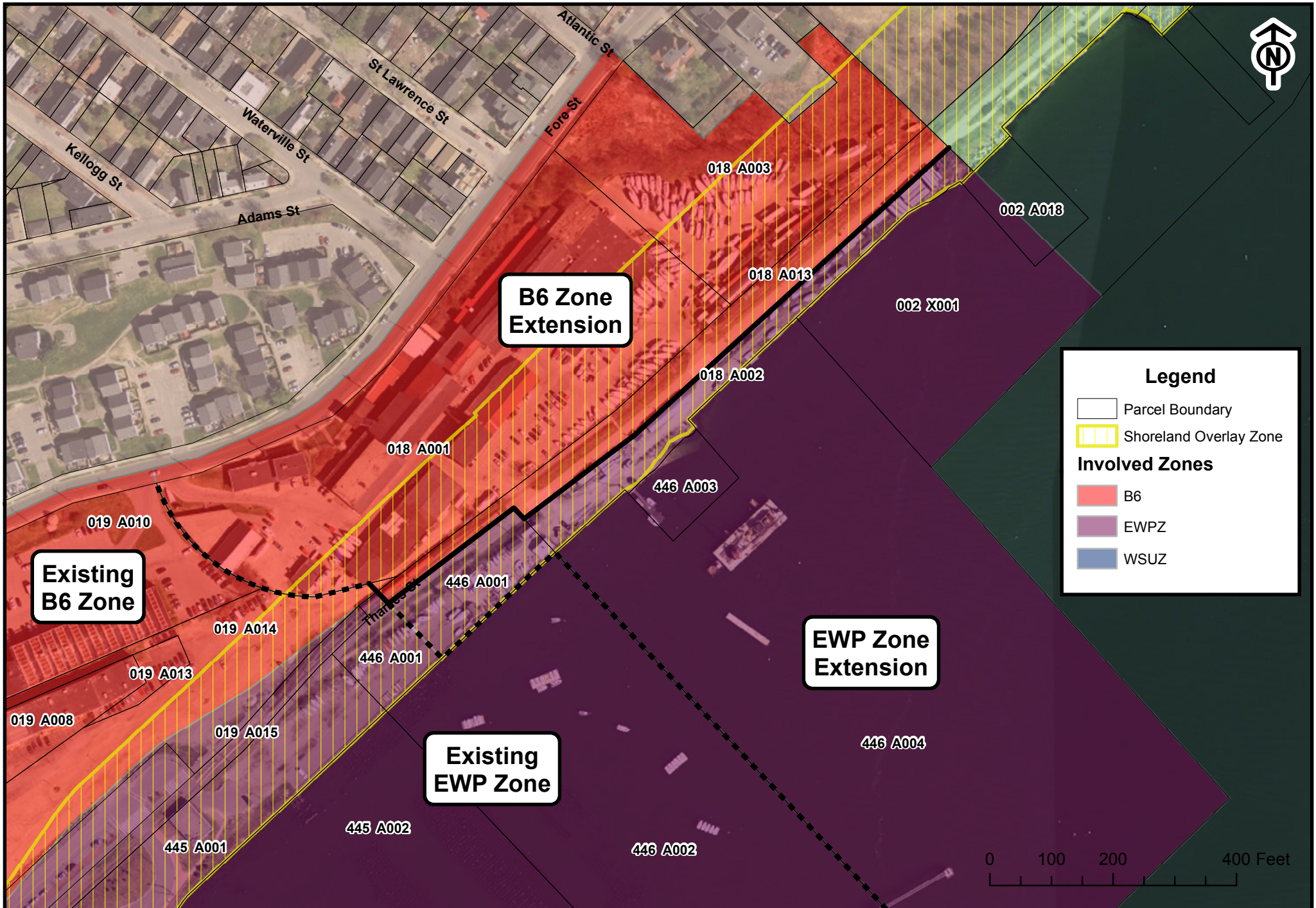
**Legend**

- Parcel Boundary
- Shoreland Overlay Zone
- Involved Zones**
- B6
- EWPZ
- WSUZ



# CPB2 LLC: Existing Zoning





**B6 Zone Extension**

**Existing B6 Zone**

**EWP Zone Extension**

**Existing EWP Zone**

**Legend**

- Parcel Boundary
- Shoreland Overlay Zone
- Involved Zones**
- B6
- EWPZ
- WSUZ



# CPB2 LLC: Proposed Zoning Extension

## APPENDIX C: PROPOSED TEXT AMENDMENTS

PROPOSED TEXT EDITS

**Shoreland Regulations** (Sec. 14-446 to 14-450)

- Sec. 14-449(a)1.a
  - B-3, B-5, B-5b, [B-6](#), I-L (south and east of I-295), and I-M (south and east of I-295): Twenty-five (25) feet
  
- Sec. 14-449(a)1.b
  - W-C, W-PD, ~~W-SU~~, I-B, EWP: No setback required. Pier edge setbacks apply in EWP (Sec. 14-303(c)(4), W-C (Sec. 14-310(d)(4), [and](#) W-PD (Sec. 320.2(c)); [and W-SU \(Sec. 320.9\(c\)\)](#).
  
- Sec. 14-449(a)(1) – 3<sup>rd</sup> Paragraph
  - In no event shall the setback from a coastal wetland be reduced to less than seventy-five (75) feet, except in the B-3, B-5, B-5b, [B-6](#), EWP, W-C, W-PD, ~~W-SU~~, I-B, I-L and I-M zones, where setbacks shall be as set forth above in this subsection.
  
- Sec. 14-449(b)6
  - Except in the W-C, EWP, W-PD, ~~W-SU~~, and I-B zones, no new structure shall be built . . .
  
- Sec. 14-449(c)2
  - The clearing or removal of vegetation standards of this section shall not apply to the following zones: EWP, WCZ, WPD, ~~WSU~~, B-3, B-5, B-5b, B-6, B-7, I-L (south and east of I-295) and I-M zones (south and east of I-295).
  
- Sec. 14-449(j)1.a
  - In the EWP, WC, WPD, ~~WSU~~, B-3, B-5, B-5b, [B-6](#), I-L (south and east of I-295) and I-M zones (south and east of I-295) roads and driveways shall be setback as established for structures in those zones; as specified in Sec. 14-449(a)1.
  
- Sec. 14-449(k)1
  - In the EWP, WC, WPD, ~~WSU~~, B-3, B-5, B-5b, [B-6](#), I-L and I-M zones, parking setbacks shall be as established for structures in those zones; as specified in Sec. 14-449(a)1.

**B-6 Eastern Waterfront Mixed Zone** (Sec. 14-268 to 14-275)

- Sec. 14-269(c)
  - New clause
    - 4. Museums, art galleries, and educational exhibition space;
- Sec. 14-269(d)
  - Text correction
    - 3. Health clubs, martial arts and meditation facilities.
      - *Note: Language currently reads “mediation”*
- Sec. 14-269(d)
  - New clause
    - 6. Private clubs or nonprofit social and recreational facilities, as defined in 14-47.
- Sec. 14-269(d)
  - New clause
    - 7. Educational, research, and laboratory facilities.
- Sec. 14-269(d)
  - New clause
    - 8. Accessory uses customarily incidental and subordinate to the location, function and operation of permitted uses or temporary exhibition uses, provided that all such exhibition uses on a lot do not exceed a combined total of (60) days per year and that the total floor area utilized for such uses does not exceed seventy thousand (70,000) square feet at any one (1) time;
      - Note: Consistent with Sec. 14-320.6. (a) 5.a. Permitted uses under “Other”
- Sec. 14-273(b)4.b.v
  - Rewording
    - v. Noise created by ~~any recreational activities~~ any temporary activities which are permitted by law and for which a license or permit has been granted by the city, including but not limited to parades, sporting events, ~~and~~ fireworks displays, festivals, events and concerts.

**Eastern Waterfront Port Zone** (Sec. 14-300 to 14-304)

- Sec. 14-301 (b)
  - Rewording
    - 7. Harbor and marine supplies and services, chandleries, and ship supply such as fueling and bunkering of vessels;

- Note: Consistent with Sec. 14-307. (a) 4. Permitted uses “Marine”
  
- Sec. 14-301 (b)
  - New clause
    - 11. [Marinas located east of the Ocean Gateway facility.](#)
  
- Sec. 14-301 (b)
  - New clause
    - 12. [Marine office, including but not limited to offices of owners of marinas, wharves or their agents, and naval architects, and seafood brokers](#)
      - Note: Consistent with Sec 14-307(a) 21.
  
- Sec. 14-301(e)
  - New clause
    - 2. [A facility for non-profit organizations whose facility may include offices, classrooms, equipment, equipment rentals, and storage and bathrooms for the public.](#)

**Waterfront Special Use Zone (Sec. 14-320.5 to 14-320.10)**

- Delete entire section and replace with "[Reserved](#)"

**Additional references to WSU to be deleted:**

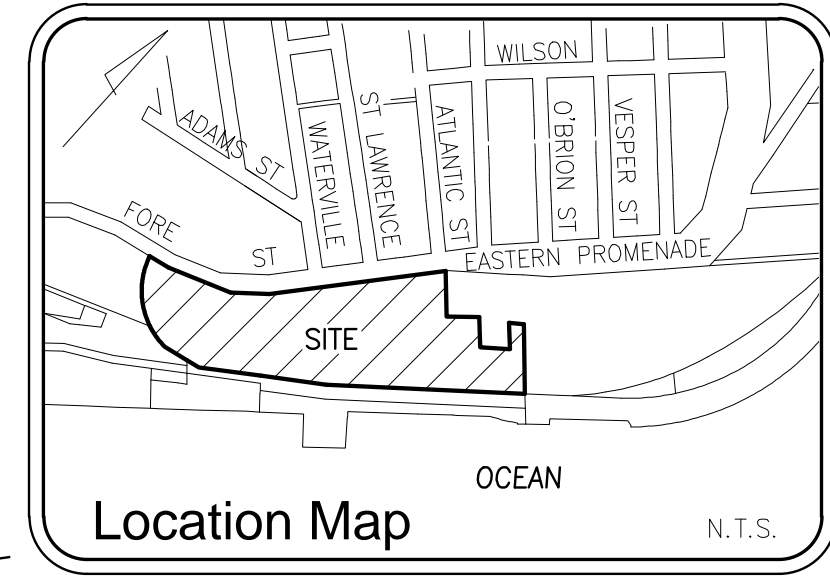
- Sec. 14-369.5(b) – delete references to "[WSU](#)" in Table 2.8 on signs



---

## APPENDIX D: EXISTING AND PROPOSED SITE PLAN





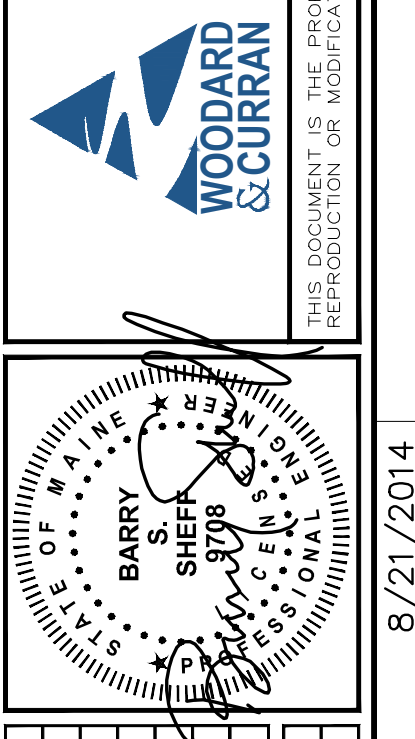
Legend:

- IRON PIPE OR ROD FOUND
- GAS VALVE
- WATER VALVE
- HYDRANT
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- SIGN
- ELECTRIC OR GAS METER
- BOLLARD
- MONITORING WELL
- S.W. COLE BORING LOCATION (APPROXIMATE LOCATION)
- FENCE
- CURB
- OVERHEAD WIRES
- SS SANITARY SEWER
- W WATER LINE
- 20 1' CONTOUR
- N/F NOW OR FORMERLY
- O/H OVERHANG
- CONC. CONCRETE
- SCHEDULE B EXCEPTION

41 Hutchins Drive  
Portland, Maine 04102  
800.626.4282 | www.woodardcurran.com

**WOODARD & CURRAN**

COMMITMENT & INTEGRITY DRIVE RESULTS



REV	DESCRIPTION	DATE
DESIGNED BY: DAS		
CHECKED BY: DAS		
DRAWN BY: JBC		

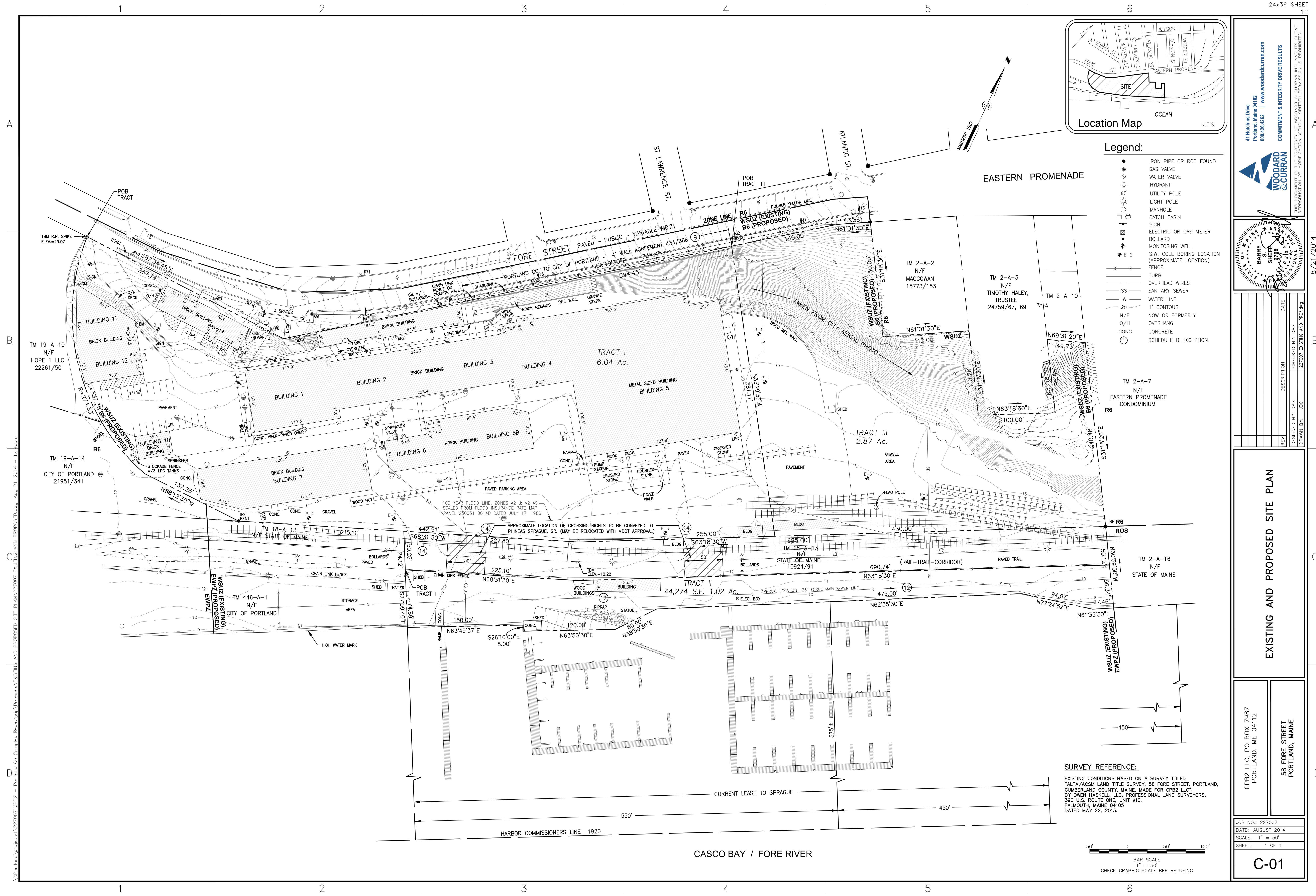
**EXISTING AND PROPOSED SITE PLAN**

CPB2 LLC, PO BOX 7987  
PORTLAND, ME 04112

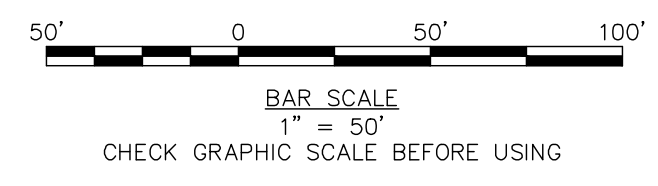
58 FORE STREET  
PORTLAND, MAINE

JOB NO.: 227007  
DATE: AUGUST 2014  
SCALE: 1" = 50'  
SHEET: 1 OF 1

**C-01**



**SURVEY REFERENCE:**  
EXISTING CONDITIONS BASED ON A SURVEY TITLED "ALTA/ACSM LAND TITLE SURVEY, 58 FORE STREET, PORTLAND, CUMBERLAND COUNTY, MAINE, MADE FOR CPB2 LLC", BY OWEN HASKELL, LLC, PROFESSIONAL LAND SURVEYORS, 390 U.S. ROUTE ONE, UNIT #10, FALMOUTH, MAINE 04105, DATED MAY 22, 2013.



D:\Portland\projects\227007\_CPB2 - Portland Co Complex Redev\wp\Drawings\EXISTING AND PROPOSED SITE PLAN\227007\_CPB2 - Portland Co Complex Redev.dwg, Aug 21, 2014, 12:16pm  
 1  
2  
3  
4  
5  
6  
A  
B  
C  
D



---

## APPENDIX E: RIGHT, TITLE OR INTEREST

**TRUSTEES' DEED**  
Maine Statutory Short Form

KNOW ALL BY THESE PRESENTS THAT **ELIZABETH M. SPRAGUE, ERIC THOMAS SPRAGUE and PHINEAS M. SPRAGUE**, as Trustees of **THE BUENA VISTA TRUST**, under indenture dated December 20, 2011, with a principal place of business in Cape Elizabeth, Maine, by the power conferred by law, and every other power, for consideration paid, grant to **CPB2 LLC**, a Delaware limited liability company, with a place of business c/o Blue Water Construction, 41 Glendale Place, Gilford, New Hampshire 03249, the land, together with any improvements thereon, situated in the City of Portland, County of Cumberland, State of Maine, described on Exhibit A attached hereto.

Pursuant to Title 18-B M.R.S. § 1013, we, in our capacities, do hereby certify that (1) we are all of the Trustees of said Trust; (2) the Trust exists as the date of this Agreement; (3) we have power under said Trust to convey any trust asset in our sole discretion and need no consent from any beneficial interests; (4) we are the trustees authorized to execute or otherwise authenticate any and all documents in the exercise of our power; (5) in making this conveyance, we have in all respects acted in pursuance of the authority granted in and by said Trust; and (6) the Trust has not been revoked, modified, amended or terminated in any way that would cause the representations contained in this certificate to be incorrect.

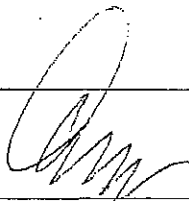
[signatures on next page]

MAINE REAL ESTATE TAX PAID

Witness our hands and seals this 19 day of the month of July, 2013.

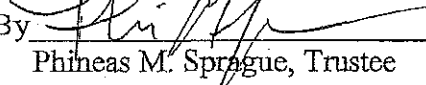
WITNESS:

THE BUENA VISTA TRUST

\_\_\_\_\_  
  
\_\_\_\_\_

By \_\_\_\_\_  
Eric Thomas Sprague, Trustee

By \_\_\_\_\_  
Elizabeth M. Sprague, Trustee

By   
Phineas M. Sprague, Trustee

STATE OF MAINE  
COUNTY OF CUMBERLAND

July \_\_, 2013

Then personally appeared the above named Eric Thomas Sprague,  
in his said capacity and acknowledged the foregoing instrument to be his free act and  
deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Witness our hands and seals this 26 day of the month of July, 2013.

WITNESS:

[Signature]

THE BUENA VISTA TRUST

By [Signature]  
Eric Thomas Sprague, Trustee

Patricia A. Allena

By EM Sprague  
Elizabeth M. Sprague, Trustee

\_\_\_\_\_

By \_\_\_\_\_  
Phineas M. Sprague, Trustee

STATE OF MAINE  
COUNTY OF CUMBERLAND

July 26, 2013

Then personally appeared the above named Eric Thomas Sprague,  
in his said capacity and acknowledged the foregoing instrument to be his free act and  
deed.

Before me,

[Signature]  
Notary Public/Attorney at Law  
Drew A. Andros

**EXHIBIT A**

A certain lot or parcel of land together with the buildings thereon situated on the southerly side of Fore Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the southerly sideline of Fore Street at the northeasterly corner of Tract I as shown on "ALTA/ACSM Land Title Survey 58 Fore Street, Portland, Cumberland County, Maine made for CPB2 LLC" dated May 22, 2013 by Owen Haskell, Inc., thence N53°19'30"E along the southerly sideline of said Fore Street 140.00 feet;

Thence, N 61° 01' 30" E along the southerly sideline of said Fore Street 43.36 feet to land now or formerly of Macgowan as described in the Deed recorded in Cumberland County Registry of Deeds in Book 15773, Page 153;

Thence, S 31° 18' 30" E along land of said Macgowan 150.00 feet;

Thence, N 61° 01' 30" E along land of said Macgowan 112.00 feet to land now or formerly of Timothy Haley, Trustee, as described in the Deed recorded in the said Registry of Deeds in Book 24759, Pages 67 & 69;

Thence, S 31° 18' 30" E along land of said Haley 110.28 feet;

Thence, N 63° 18' 30" E along land of said Haley 100.00 feet;

Thence, N 31° 18' 30" W along land of said Haley 95.88 feet;

Thence, N 69° 31' 20" E along land of said Haley 49.73 feet to land now or formerly of Eastern Promenade Condominium;

Thence, S 31° 18' 26" E along land of said Eastern Promenade Condominium 240.48 feet to an iron rod found and to land now or formerly of the State of Maine as described in the Deed recorded in said Registry of Deeds in Book 10924, Page 91;

Thence, S 63° 18' 30" W along land of said State of Maine 430.00 feet to the easterly line of said Tract I;

Thence, N 33° 29' 33" W along said Tract I 381.17 feet to the point of beginning containing 2.87 acres.

The premises are conveyed together with the right of access and egress running from the existing paved driveway over land now or formerly of The Portland Company to the

premises conveyed herein as described in a deed to Elizabeth M. Sprague, Eric Thomas Sprague and Phineas M. Sprague, Trustees of The Buena Vista Trust by Warranty deed of The Portland Company dated December 30, 1012 and recorded in the Cumberland County Registry of Deeds in Book 30265, Page 32.

Meaning and intending to convey and hereby conveying the same premises conveyed to Elizabeth M. Sprague, Eric Thomas Sprague and Phineas M. Sprague, Trustees of The Buena Vista Trust by Warranty Deed of The Portland Company, dated December 30, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30265, Page 32.

S:\PAPOCO14\Prentice Purchase\Sale Documents\Deed of Trustees.doc

Received  
Recorded Register of Deeds  
Jul 27 2013 03:54:21P  
Cumberland County  
Pamela E. Lovles

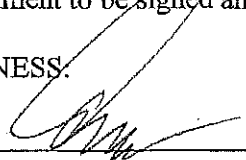


**QUITCLAIM DEED WITH COVENANT**  
Maine Statutory Short Form

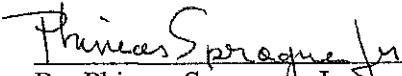
KNOW ALL BY THESE PRESENTS, that **THE PORTLAND COMPANY**, a Maine corporation and having a place of business at 58 Fore Street, County of Cumberland, and State of Maine, for consideration paid, grants to **CPB2 LLC**, a Delaware limited liability company, with an address of P.O. Box 7987, Portland, Maine 04112, with **QUITCLAIM COVENANTS**, the land located in Portland, County of Cumberland and State of Maine, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, said **THE PORTLAND COMPANY** has caused this instrument to be signed and sealed this 1<sup>st</sup> day of April, 2014.

WITNESS:

  
\_\_\_\_\_

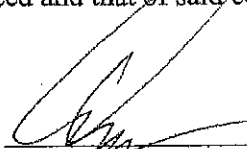
THE PORTLAND COMPANY

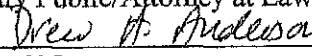
  
By: Phineas Sprague, Jr.  
Its: President

STATE OF MAINE  
COUNTY OF CUMBERLAND

April 1, 2014

Personally appeared the above-named Phineas Sprague, Jr. in his said capacity, and acknowledged the foregoing to be his free act and deed and that of said corporation, The Portland Company, before me.

  
\_\_\_\_\_  
Notary Public/Attorney at Law

  
\_\_\_\_\_  
Printed Name

MAINE REAL ESTATE TAX PAID

**EXHIBIT A**

**TRACT I**

A certain lot or parcel of land together with the buildings thereon situated on the southerly side of Fore Street, City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the southerly sideline of Fore Street at a railroad spike at the northeasterly corner of land now or formerly of Hope 1 LLC as described in deed Book 22261, Page 50, thence S 87° 34' 45" E along the southerly sideline of said Fore Street 287.74 feet;

Thence, N 53° 19' 30" E along the southerly sideline of said Fore Street 594.45 feet to the northwesterly corner of Tract III, as shown on "ALTA/ACSM Land Title Survey, 58 Fore Street, Portland, Cumberland County, Maine made for CPB2 LLC" by Owen Haskell, Inc. dated May 22, 2013.

Thence, S 33° 29' 33" E along the westerly side of said Tract III 381.17 feet to land now or formerly of the State of Maine as described in deed Book 10924, Page 91;

Thence, S 63° 18' 30" W along land of said State of Maine 255.00 feet;

Thence, S 68° 31' 30" W along land of said State of Maine 442.91 feet to an iron rod found (bent) and land now or formerly of City of Portland as described in deed Book 21951, Page 341;

Thence, N 88° 12' 30" W along land of said City of Portland 137.25 feet to a non-tangent curve to the right;

Thence, following the curve to the right, along land of said City of Portland and land of said Hope 1 LLC, having a radius of 274.33 feet, an arc length of 337.36 feet, a chord bearing of N 38° 35' 30" W, and a chord length of 316.50 feet, to the southerly sideline of Fore Street and the point of beginning containing 6.04 acres.

Basis of bearings: Magnetic 1967.

**TRACT II**

A certain lot or parcel of land together with the buildings thereon situated southerly of but not adjacent to Fore Street, in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the southerly line of Tract I, at an iron rod found (bent) at the southeasterly corner of land now or formerly of the City of Portland as described in deed Book 21951, Page 341, on the northerly line of land now or formerly of the State of Maine as described in deed Book 10924, Page 91, as shown on "ALTA/ACSM Land Title Survey, 58 Fore Street, Portland, Cumberland County, Maine made for CPB2 LLC" by Owen Haskell, Inc. dated May 22, 2013.

Thence, N 68° 31' 30" E along the northerly line of land of said State of Maine 215.11 feet;

Thence, S 27° 09' 40" E across land of said State of Maine and along the easterly line of land now or formerly of the City of Portland 50.25 feet to the true point of beginning;

Thence, N 68° 31' 30" E along the southerly sideline of land of said State of Maine 225.10 feet;

Thence, N 63° 18' 30" E along the southerly sideline of land of said State of Maine 690.74 feet;

Thence, S 30° 39' 00" E along land of said State of Maine 56.34 feet;

Thence, S 61° 35' 30" W 27.46 feet;

Thence, S 77° 24' 52" W 94.07 feet;

Thence, S 62° 35' 30" W 475.00 feet;

Thence, S 38° 50' 30" W 60.00 feet;

Thence, S 63° 50' 30" W 120.00 feet;

Thence, N 26° 10' 00" W 8.00 feet;

Thence, S 63° 49' 37" W 150.00 feet to land of said City of Portland;

Thence, N 27° 09' 40" W along land of said City of Portland 74.89 feet to the point of beginning containing 44,274 sq. ft.

Basis of bearings: Magnetic 1967.

ALSO CONVEYING two crossings for vehicular, pedestrian and utility access to and from other land now or formerly of Phineas Sprague to the most immediately above described parcel across the area shown on Exhibit B of Indenture Deed by and between the Maine Department of Transportation and Phineas Sprague, dated August 30, 1993 and recorded in Book 10924, Page 97, as the "Rail-Trail Corridor." Each crossing shall be 50 feet in width over the 50 foot wide "Rail-Trail Corridor" plus turning radii, as necessary, at the entrances to the crossings from the above described parcel of land. Such crossings may be moved from time to time by the Grantee at its expense upon proper notice to and approval by the Maine Department of Transportation, provided that the distance between the centerlines of the two crossings shall never be less than 200 feet; and further provided that in the event of any relocation, any former crossing shall be restored to the condition it would have been in had the crossing not been placed in that location.

TOGETHER WITH any upland including the seawall which immediately adjoin the above described premises.

Received  
Recorded Register of Deeds  
Apr 03, 2014 12:25:29P  
Cumberland County  
Pamela E. Lovley

MEMORANDUM

TO: Ed Haddad  
FROM: Peter S. Plumb  
DATE: December 11, 2007  
FILE: POCO-001  
RE: The Portland Company - Submerged Lands Lease and Related Matters

---

I. Submerged Lands Lease.

The Portland Company is the current holder (through a series of assignments) of a Submerged Lands Lease (the "Lease") originally entered into between the Maine Department of Transportation and Fish Point Associates, dated October 20, 1978. The Lease was for an original term of ten years, with the first period ending on October 31, 1988. The Lessee has the right to renew the Lease for three successive renewal terms of ten years each. The First Lease Extension was exercised in 1988 and the second was exercised in 1998. In 2008, the final renewal will be exercised so that this Lease will finally expire on October 31, 2018. In the normal course a new lease would be negotiated for the demised premises at that time.

The original lease area included approximately 1,000 feet along the shore front, and extending out 575 feet more or less to the Harbor Commissioner's Line. In November 1983, approximately 450 feet of the western end of the frontage was deleted to

make room for the Bath Iron Works dry dock facility. Simultaneously, the State added 450 feet to the other (easterly) side of the leased area, leaving a total frontage of 1000 feet, extending out to the Harbor's Commissioners Line. This is the area occupied by the marina slips and moorings today.

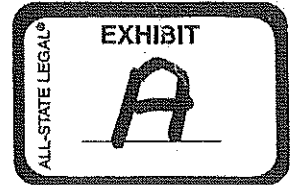
II. Access Across the Railroad Right of Way and the Upland Parcel to the Ocean Side of the Railroad Right of Way.

In August 1993, the Portland Company's predecessor in title purchased from the Maine Department of Transportation via an "Indenture Deed" the property from the seawall inward to the Railroad Right of Way abutting the submerged lands lease area and, in addition, two 50 foot wide crossings of the 50 foot wide railroad right of way running between the shore and the Portland Company's principal property. These railroad crossings are 50 feet in width and may not be spaced more than 200 feet apart, center to center.

There are a variety of conditions imposed on the use of the railroad crossings, as well as on the land between the railroad right of way and the seawall. Copies of both the Submerged Lands Lease and the Indenture Deed are available through CBRE The Boulos Company, and all interested parties are urged to review them in detail.

END

*Two highlights from D.O.T*



LEASE

AGREEMENT made this 20th day of October, 1978 by and between the MAINE DEPARTMENT OF TRANSPORTATION, hereafter called the Department and FISH POINT ASSOCIATES, a Maine partnership having a place of business in Portland, Maine, hereafter called Lessee.

WHEREAS, the Department is interested in encouraging the development of Marine-related activities in Portland Harbor and the Lessee has indicated a similar interest and intent, and the Department is willing to enter this lease with the Lessee of the premises described below for the purpose of furthering and encouraging the Lessee in this development and providing some protection for the investment which the Lessee will make in its investigation and development of the premises;

NOW, THEREFORE, the parties in consideration of agreement of the other do hereby agree as follows:

ARTICLE I  
Leased Premises

The Department leases to the Lessee a certain lot or parcel of land and area of Tidal Waters located in the City of Portland, Cumberland County, Maine on the northwesterly shore of Fore River, so-called, more particularly described in Exhibit A annexed hereto and made part of this lease and hereafter called the "premises".

ARTICLE II  
Term And Renewals

This lease shall be for an initial term of 10 years, beginning on November 1, 1978 and ending on October 31, 1988. The Lessee shall have the right to renew the term of this lease for three successive renewal terms of

10 years each, subject to the termination conditions. The first renewal term shall commence on the termination of the initial term and each succeeding renewal term shall commence on the expiration of the preceding term, provided that each right of renewal may be exercised and effected only if this lease is in full force and effect immediately prior to the commencement of the applicable renewal term. Lessee shall separately exercise its options to renew by notifying the Department in writing of such election at least 3 months in advance of the commencement date of the applicable renewal term.

All terms and conditions applicable during the initial term shall be applicable during each renewal term except that after the third renewal term there shall be no further renewals of this lease.

#### ARTICLE III.

##### Rent

The Lessee shall pay to Lessor the following amounts of rent, to wit:

(a) \$1,000 per year for the first two years of the initial term of this lease.

(b) \$3,000 for the third year of the initial term of this lease.

(c) An amount for each year thereafter during the initial term and any renewal term, equal to \$3,000 multiplied by the fraction, the denominator of which shall be the U. S. Bureau of Labor Statistics Consumer Price Index for Boston, Mass., revised wage earners and clerical (or successor) in effect for October 1, 1980 and the numerator of which shall be said Index as of the lease year in question. In the event that said Index is not published for a month specified above, the Index for the closest preceding month shall be used instead. The annual rent shall in no case be reduced below the sum of \$3,000.

Rental payments shall be payable annually, in advance on the first day of November for each lease year. A twelve percent (12%)

annual interest charge shall be assessed on rent more than one (1) month in arrears.

#### ARTICLE IV

##### Development of Premises

The Lessee shall from time to time present to the Department proposals as to portions and stages of its development of a bathing facility and/or other Marine-related facilities to be constructed on the premises, for review and approval by the Department, such approval shall not be unreasonably withheld. On or before November 1, 1980 the Lessee shall submit to the Department the final plan of the Lessee for such development, incorporating the portions previously approved by the Department and including a schedule for construction, to receive final approval by the Department. The final approval of the Department shall be concerned only with the general overall scope of the proposed development and the construction schedule, not any of the design details and such approval shall not be unreasonably withheld provided the intent of Article V, Use Of Premises is satisfied. No construction shall take place on the leased premises until the Lessee has secured approval for such construction from the Department. The Department agrees that it will take action to review and approve all plans as soon as possible after the plan is submitted and in no event, later than thirty (30) days after its submission.

If the Lessee has not substantially completed by November 1, 1981 that portion of the development scheduled for completion by that date, this lease may be terminated at the option of the Department provided that this day may be extended by the Department if the Lessee was unable to meet the schedule deadline due to delays caused by any reason or force beyond the control of the Lessee.



ARTICLE V

Use Of Premises.

The premises shall be developed and operated for Marine-related activities and/or facilities available for commercial use including but not limited to, berthing for commercial vessels. The Lessee shall restrict its use to the above described purposes and shall not use or permit the use of the premises for any other purpose unless the express written consent of the Department is first obtained, such consent shall not be unreasonably withheld.

ARTICLE VI

Insurance And Indemnity

The Lessee shall obtain and keep in force at all times during the continuance of this lease, general public liability insurance reasonably satisfactory to the Department against claims for personal injury, death or property damage arising out of or in any way related to, the use and occupancy of the leased premises by Lessee, its agents or invitees. This insurance shall provide a combined limit of at least \$1,000,000.00 for personal injury, death and property damage. Evidence of such insurance shall be forwarded to the Department.

The Lessee further agrees to indemnify the Department against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the premises due to the negligence of Lessee or (3) any mechanic's lien or security interest filed against the premises.

## ARTICLE VII

Assignment And Subletting

The Lessee may assign this lease for security or mortgage its leasehold interest provided that, although approval is not needed for assignments for security or for mortgages of the leasehold interest, the Lessee must give the Department prompt notice of any such assignment or mortgage. The Lessee will not transfer or assign this lease in whole or in part for other than security, nor sub-let any of the leased premises for any purpose without the prior written consent of the Department, such consent shall not be unreasonably withheld. This provision shall not apply to the short-term leasing by the Lessee of individual berths and/or other space in connection with its Marine-related activities.

Whenever an assignment for other than security is approved, the Lessee shall remain primarily liable to the Department for the due performance of all covenants, undertakings and agreements on its part to be performed. A mortgagee or assignee for security will not assume the obligations or liabilities of the Lessee under this lease, provided however, that continued payment of rent shall be a condition precedent to such mortgagee or assignee for security exercising any of the Lessee's rights hereunder. In the event of a default under this lease by the Lessee, the Department agrees that it will at the time of giving the Lessee any notice of default also give any of record mortgagee or assignee for security a copy of the notice of default and said mortgagee or assignee shall have the right to cure such default within the time permitted the Lessee herein.

## ARTICLE VIII

Default Of Lessee

In the event of any default by the Lessee in the payment of any rental due hereunder or in the performance of any other term, condition or covenant of this lease to be observed or performed by Lessee for more than thirty (30)

days after written notice of such default shall have been given to Lessee, or if Lessee shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into such an arrangement or if Lessee shall abandon the premises or suffer this lease to be taken under any writ or execution, then the lease shall terminate and the Department in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises, and such property may be removed and stored at the cost of and for the account of Lessee, all without service, notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

#### ARTICLE IX

##### Parties Bound

It is agreed and understood that as part of the consideration for this lease, the Lessee will purchase the real estate near the leased premises presently owned by United Industrial Syndicate, Inc. and being that land as more particularly described in a deed recorded in the Cumberland County Registry of Deeds in Book 2359, Page 233. As further consideration, the Lessee agrees that it will not convey or in any way divest itself of ownership of the above described land during the development stages of this lease or during the first five year period, without the prior written approval of the Department.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the respective

parties. No rights, however, shall inure to the benefit of any assignee or Lessee unless the assignment to such assignee has been approved by the Department in writing as provided in Article VII.

#### ARTICLE X

##### Taxes

The Lessee agrees to pay all taxes, assessments, or charges which during the term hereof may become a lien or be levied by the State, municipality or other tax-levying body on all personal property of the Lessee, upon all improvements made to the premises by the Lessee in connection with its use and occupancy thereof, and upon the possessory interest of the Lessee in the premises.

#### ARTICLE XI

##### Ownership Of Improvements

The personal property and other improvements placed or installed by the Lessee in or on the leased premises shall remain the property of the Lessee and must be removed on or before the expiration of the lease term or its renewals. In the event of expiration or other termination, Lessee shall have ten (10) days, exclusive of Sundays, Saturdays, or Holidays, after such termination, in which to remove its property. All property and other improvements remaining on the premises after the 10 days shall become the property of the Department. If any building or other such improvement which remains on the premises after the ten days extends onto other property owned by the Lessee, Lessee will make an option available to the Department for the purchase of all property covered by such building or improvement for the fair market value of such property at the time of the termination.

This provision will not apply to any cancellation or termination of the lease which is arranged by agreement between the parties.

## ARTICLE XII

Waste, Restriction And Nuisance

During the term of this lease, Lessee shall comply with all applicable laws and ordinances affecting the premises and shall not commit or suffer to be committed, any waste or nuisance on the leased premises.

## ARTICLE XIII.

Quiet Enjoyment

Upon payment by Lessee of the rent herein provided and observance and performance of all covenants, terms and conditions to be observed and performed by Lessee, Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereof without hindrance or interruption by the Department or any person or persons lawfully or equitably claiming by, through, or under the Department.

## ARTICLE XIV

Waiver

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Department shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted.

## ARTICLE XV

Notices

Any notice, demand, request or other instrument given under this lease shall be delivered in person or sent by Certified Mail, postage prepaid, (a) if to the Department, at the Maine Department of Transportation, Transportation Building, Augusta, Maine 04333, or at such other address as Lessor may designate by written notice, and (b) if to the Lessee, at 58 Fore Street, Portland, Maine 04101, or at such other address as Lessee shall

designate by written notice.

ARTICLE XVI

Miscellaneous

This lease is subject to any and all rights and easements of record and to all terms, conditions, reservations and interests acquired as set forth and described in a Quit-Claim Deed dated November 30, 1973 from Canadian National Railway Company to the State of Maine and recorded in the Cumberland County Registry of Deeds in Book 3490, Page 318. The Lessee agrees to maintain the fencing on the northwesterly boundary of the leased premises as it now exists, or as it by mutual agreement may be relocated.

IN WITNESS WHEREOF, the Department and Lessee have signed this lease as of the day and year first above written.

Witnessed by:

Claire M. Fitzgerald

MAINE DEPARTMENT OF TRANSPORTATION

By [Signature]  
Its Commissioner

LESSEE:

FISH POINT ASSOCIATES

[Signature] Kenneth H. Cadigan  
By [Signature]  
A Partner

State of Maine  
Cumberland, ss.

October 20, 1978

Personally appeared the above named Roger L. Hallar  
Commissioner of the Department of Transportation of the State of  
Maine, and acknowledged the foregoing instrument to be his free act and  
deed and the free act and deed of the State of Maine.

Before me, Alden Small  
Justice of the Peace  
~~Notary Public~~

State of Maine  
Cumberland, ss.

October 20, 1978

Personally appeared the above-named Phineas Sprague, Jr.

A Partner of Fish Point Associates, and acknowledged the  
foregoing instrument to be his free act and deed and the free act and  
deed of the partnership.

Before me, Alden Small  
Justice of the Peace  
~~Notary Public~~



## EXHIBIT A

Leased Premises

Beginning at a point bearing S 46° 46' 11" W four hundred and fifty (450) feet from the most northerly corner of land conveyed to the State of Maine by Canadian National Railway Company by Quit-Claim Deed dated November 30, 1973 and recorded in the Cumberland County Registry of Deeds, Book 3490, Page 318;

Thence N 46° 46' 11" E along land of the Canadian National Railway Company and said line extended a distance of one thousand (1000) feet to a point;

Thence southeasterly at right angles to the hereinbefore described line about five hundred and seventy-five (575) feet to the Harbor Commissioners line in Fore River;

Thence southwesterly along the Harbor Commissioners line one thousand (1000) feet to a point;

Thence northwesterly along a line one thousand (1000) feet southwesterly from and parallel to the second line described herein five hundred and seventy-five (575) feet to the point of beginning.

Reference is hereby made to a Plan of the State of Maine entitled "Department of Transportation, Bureau of Waterways, Portland, Cumberland County" dated July 1974, on file in the office of the Department of Transportation, Bureau of Highways at Augusta (D.O.T. File No. 3-238A).

B-0137  
P. 215

ASSIGNMENT OF LEASE

For valuable consideration FISH POINT ASSOCIATES, a Maine partnership, hereby transfers and conveys to PHINEAS SPRAGUE of Scarborough, Maine, effective October 29, 1981, all its right, title and interest in and to the lease between Fish Point Associates and The Portland Engineering Company ("PEC") dated December 10, 1978, providing for the leasing to PEC of the property of Fish Point Associates on Fore Street in Portland, Maine.

FISH POINT ASSOCIATES

By: Phineas Sprague  
A Partner

October 29, 1981

006420-224

11046

LEASE AMENDMENT

IN WITNESS WHEREOF, this 29th day of November, 1983, by and between the MAINE DEPARTMENT OF TRANSPORTATION, acting by and through its Commissioner, and PHINEAS SPRAGUE, of Scarborough, Maine.

WITNESSETH:

WHEREAS, by Lease dated October 20, 1978 the MAINE DEPARTMENT OF TRANSPORTATION leased a certain lot or parcel of land and area of tidal waters located in Portland, Cumberland County, Maine to FISH POINT ASSOCIATES; and

WHEREAS, a copy said Lease is attached to a Conditional Assignment of Lease by and between FISH POINT ASSOCIATES and RHODE ISLAND HOSPITAL TRUST NATIONAL BANK dated January 11, 1979 and recorded at the Cumberland County Registry of Deeds in Book 436B, Page 119; and

WHEREAS, by Assignment of Lease dated October 29, 1981, a copy of which is attached hereto as Exhibit A, FISH POINT ASSOCIATES assigned its interest in said Lease to PHINEAS SPRAGUE; and

WHEREAS, a portion of the leased premises was conveyed by the State of Maine to the City of Portland by deed dated February 1, 1982 and recorded at said Registry of Deeds in Book 4916, Page 26; and

WHEREAS, the MAINE DEPARTMENT OF TRANSPORTATION and PHINEAS SPRAGUE have agreed to amend the description of the leased Premises as provided herein;

NOW, THEREFORE, IN CONSIDERATION OF ONE DOLLAR (\$1.00) and other valuable consideration each to the other given, the receipt of

which is hereby acknowledged, the MAINE DEPARTMENT OF TRANSPORTATION and PHINEAS SPRAGUE hereby agree that the description of the leased premises is amended so that the parcel described on Exhibit B attached hereto is released from the leased premises and the parcel described on Exhibit C attached hereto is included in the leased premises. Except as amended hereby, said Lease remains in full force and effect.

Dated: November 22, 1963

WITNESSETH:

MAINE DEPARTMENT OF TRANSPORTATION

*John E. Fox*

By: *George N. Campbell*  
 Commissioner

*Laura Lynn Sprague*

*Phineas Sprague*

STATE OF MAINE  
 GUMBERTON, SS.  
 November 22, 1963

November 22, 1963

PERSONALLY APPEARED the above named George N. Campbell, Commissioner of the MAINE DEPARTMENT OF TRANSPORTATION as aforesaid and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of the MAINE DEPARTMENT OF TRANSPORTATION.

Before me,

*John E. Fox*  
 Notary Public

MY COMMISSION EXPIRES  
 JULY 30, 1968

SEAL

STATE OF MAINE  
CUMBERLAND, SS.

November 1983

PERSONALLY APPEARED the above-named Phineas Sprague and acknowledged the foregoing instrument to be his free act and deed.

*Seth Sprague*  
Rotary Public

Seth Sprague MY COMMISSION EXPIRES  
MARCH 30, 1988

SEAL

2051.012

MOUG-428HSE 227

EXHIBIT A

ASSIGNMENT OF LEASE

For valuable consideration FISH POINT ASSOCIATES, a Maine partnership ("FPA"), hereby transfers and conveys to PHINEAS SPRAGUE of Scarborough, Maine, effective October 19, 1981, all its right, title and interest in and to the lease between Fish Point Associates and the Maine Department of Transportation ("DOT") dated October 20, 1978, providing for the leasing to FPA by DOT of certain tidal waters located in the City of Portland, Maine.

FISH POINT ASSOCIATES

By *Phineas Sprague*  
A PARTNER

October 29, 1981

MRS 120ms 228

EXHIBIT B

A certain lot or parcel of land located in Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at a point bearing south 46°46'11" west 450 feet from the most northerly corner of land conveyed to the State of Maine by Canadian National Railway Company by Deed dated November 30, 1973 and recorded in Cumberland County Registry of Deeds, Book 3490, page 318; thence southeasterly at right angles to the hereinbefore described line about 575 feet to the Harbor Commissioner's line in the Foxe River; thence northeasterly along the Harbor Commissioner's line 450 feet to a point; thence northwesterly along a line parallel to the second line described herein 575 feet to a point at the most northerly corner of land conveyed in the aforementioned deed to the State of Maine by Canadian National Railway Company dated November 30, 1973; thence south 46°46'11" west along land of the Canadian National Railway Company 450 feet to the point of beginning.

Meaning and intending to release and hereby releasing all of that portion of the premises described in a certain Lease from the Maine Department of Transportation to Fish Point Associates dated October 20, 1978, a true copy of said Lease being attached to a certain Conditional Assignment of Lease by and between Fish Point Associates and Rhode Island Hospital Trust National Bank dated January 11, 1979 and recorded at the Cumberland County Registry of Deeds in Book 4368, page 119, which is within the boundaries of that parcel of land which was conveyed by the State of Maine to the City of Portland by Deed dated February 1, 1982 and recorded at the Cumberland County Registry of Deeds in Book 4916, page 26.



0006428 page 223

EXHIBIT C

A certain lot or parcel of land located in Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at a point on the sea wall located 550 feet Northeastly from the most Northerly corner of land conveyed to the State of Maine by Canadian National Railway Company by deed dated November 30, 1973 and recorded at the Cumberland County Registry of Deeds in Book 3490, Page 118, which point is also the most Northerly corner of land leased to Fish Point Associates by the Maine Department of Transportation by lease dated October 20, 1978, a copy of which is recorded along with a certain conditional assignment of lease by and between Fish Point Associates and Rhode Island Hospital Trust National Bank dated January 11, 1979 and recorded at said Registry of Deeds in Book 4368, Page 115; thence continuing in a Northeastly direction along said sea wall a distance of 450 feet to a point; thence Southeastly at right angles to the hereinafore described line about 375 feet to the Harbor Commissioner's line in the Fore River; thence Southwestly along the Harbor Commissioner's line 450 feet to a point which is the most Southeastly corner of the aforementioned premises leased to Fish Point Associates by the Maine Department of Transportation; thence Northwestly along said leased premises and parallel to the second line described herein 575 feet to the point of beginning.

RECEIVED

1996 APR 16 AM 9:52

RECORDED REGISTRY OF DEEDS  
CUMBERLAND COUNTY

*James J. Walsh*

No 55156



INDENTURE DEED

Indenture by and between the MAINE DEPARTMENT OF TRANSPORTATION (hereinafter the "DEPARTMENT") and PHINEAS SPRAGUE, SR., of Scarborough, Maine (hereinafter "SPRAGUE") dated this 30 day of August, 1993.

WHEREAS, the DEPARTMENT is conveying in this instrument certain real property to SPRAGUE, together with certain crossings which will cross land described below as the Rail-Trail Corridor, which land will be owned by the DEPARTMENT.

NOW, THEREFORE, the DEPARTMENT for one dollar and other good and valuable consideration, including the covenants and agreements contained herein, grants to SPRAGUE certain real property, together with any improvements thereon, subject to the covenants and agreements contained herein which SPRAGUE, by acceptance of this Indenture Deed and execution hereof, agrees to be bound on behalf of himself, his heirs, successors, administrators and assigns, more particularly described as follows:

Certain land (hereinafter the "SPRAGUE FEE PARCEL") located in Portland, Cumberland County, Maine, more particularly described on Exhibit A attached hereto and made a part hereof, together with two crossings (hereinafter the "CROSSINGS") for vehicular, pedestrian and utility access to and from other land of SPRAGUE to the SPRAGUE FEE PARCEL across the area shown on Exhibit B as the "Rail-Trail Corridor." Each crossing shall be fifty (50) feet in width over the fifty (50) foot wide "Rail-Trail Corridor" plus turning radii, as necessary, at the entrances to the CROSSINGS from the SPRAGUE FEE PARCEL. Such CROSSINGS may be moved from time to time by SPRAGUE at his expense upon proper notice to and approval by DEPARTMENT provided that the distance between the centerlines of the two CROSSINGS shall never be less than two hundred (200) feet and further provided that SPRAGUE, upon such relocation, fully restores any former crossing area to the condition it would have been in had the crossing not been placed in that location.

The SPRAGUE FEE PARCEL and the CROSSINGS are hereby conveyed to SPRAGUE and accepted by SPRAGUE subject to the following exceptions, covenants, reservations and agreements which shall be for the benefit of the DEPARTMENT, its successors and assigns, and with which, by acceptance of this Deed, SPRAGUE hereby agrees:

1. SPRAGUE will make no claim or demand against the owner or any operator of the Rail-Trail Corridor for any injury, including injury resulting in death, loss or damage to property suffered or sustained by SPRAGUE, his employees, agents, subcontractors, business invitees, or any other person or corporation which is based upon or arises out of or is connected with the CROSSINGS

55/56

granted herein or anything done or maintained hereunder and hereby waives as against the DEPARTMENT, its operators, subcontractors, agents, servants, lessees or employees, successors and assigns, all such claims and demands.

2. SPRAGUE does hereby and will indemnify and save harmless the DEPARTMENT, its operators, subcontractors, agents, servants, lessees or employees and its successors or assigns:

- (a) From and against any and all loss, costs, damages, harm or expenses of any kind, including attorneys' fees suffered or incurred by the DEPARTMENT, its officers, subcontractors, agents, servants, lessees, employees or operators, including injuries, as well as those resulting in death, damage to or destruction of property which are based upon, arise out of or are connected with the grant of the CROSSINGS hereunder or anything done or maintained pursuant to the rights granted or obligations created hereunder, or anything not done or maintained as required hereunder whether caused by the negligence of SPRAGUE, his employees, agents, business invitees, visitors, independent contractors, or otherwise.

3. SPRAGUE understands and agrees that the Rail-Trail Corridor will be used for several purposes including, without limitation, rail transportation and recreation. In the event that (i) the DEPARTMENT, or its operators, subcontractors, successors or assigns installs a railroad in the Rail-Trail Corridor, or (ii) the DEPARTMENT or the City of Portland determines that it is in the interest of public safety, then:

- (a) SPRAGUE shall, at his own expense, (i) install fencing or other appropriate barriers along the Rail-Trail Corridor on both the northerly and southerly sides, such fencing or other appropriate barriers to be of a design and material (which may include plantings) approved by the DEPARTMENT and (ii) install the CROSSINGS, including gates and, if required by the DEPARTMENT, active crossing warning devices on both the northerly and the southerly sides of the CROSSINGS area. The purpose of the barriers to be installed by SPRAGUE is to assure that the uses of the Rail-Trail Corridor on the one hand and the adjoining SPRAGUE lands on the other do not interfere with one another and to assure that any crossing of the Rail-Trail Corridor from the SPRAGUE lands is at the designated CROSSINGS. If and when a railroad line is placed in the Rail-Trail Corridor, SPRAGUE shall execute a standard

Crossing Maintenance Agreement of the DEPARTMENT (generic Crossing Maintenance Agreement is appended hereto). Installation of all active crossing warning devices shall be performed under the direction of the DEPARTMENT by its Operator or subcontractors who are acceptable to the DEPARTMENT. Installation of the items listed in this paragraph shall commence and be completed within sixty (60) days, unless material availability so prohibits, after proper notice from the DEPARTMENT to SPRAGUE. All such installation shall be at the expense of SPRAGUE.

- (b) SPRAGUE shall, at his own expense, obtain and maintain at all times in a form and with an insurance company satisfactory to the DEPARTMENT, a commercial liability insurance policy with a policy limit of not less than One Million Dollars (\$1,000,000.00) inclusive for bodily injury and property damage, which amount or form of the policy may at any time upon receipt by SPRAGUE of a written request to do so from the DEPARTMENT be varied at the expense of SPRAGUE. Such policy shall by its wording or endorsement extend to insure the liabilities herein assumed by SPRAGUE and shall name the DEPARTMENT as an additional insured. Said policy shall provide that fifteen (15) days prior written notice shall be given to the DEPARTMENT in the event that the insured desires to cancel, change or modify such insurance or any part thereof.

4. Neither SPRAGUE nor any of his contractors, sub-contractors, agents or employees shall ever construct, maintain (this provision does not apply to nor prohibit winter snow plowing, snow removal, sanding or salting subject to Paragraph 7 below), repair, replace or remove the CROSSINGS or any addition or extension thereof, without first complying with the following:

- (a) SPRAGUE shall give the director of the Rail Transportation Division of the DEPARTMENT (and, in the case of Operators for the right-of-way affected by the CROSSINGS to the principal engineering officer of such Operators) twenty-one (21) days written notice in advance of any proposed construction, relocation, maintenance, repair, replacement or removal work affecting the CROSSINGS (hereinafter "WORK"), enclosing with such notice full plans and specifications for any such WORK (if applicable), including a description of the manner thereof. Each such entry shall be deemed to

require full project review by the DEPARTMENT and its operators and the presence at each crossing of a flagman, inspector or other personnel of the DEPARTMENT, or its Operators, at the discretion of the DEPARTMENT.

- (b) Notwithstanding any other provision hereof, any entry and all WORK shall only occur at such times and subject to such conditions as the DEPARTMENT may from time to time specify and not otherwise.
- (c) SPRAGUE shall perform all WORK in good, safe and workmanlike manner and in accordance with all federal, state and local laws, statutes, ordinances and regulations of any description which may apply. SPRAGUE shall furnish the DEPARTMENT and its Operators with copies of any building permits and escrow permits and excavation permits or other similar permits on demand. SPRAGUE shall follow the provisions of any engineering codes applicable to the CROSSINGS to the extent the same shall not be inconsistent with any conditions specified by the DEPARTMENT or its Operators.

5. Notwithstanding any other provisions hereof, SPRAGUE agrees that, in the event the DEPARTMENT, or its Operators, are ever ordered by any governmental authority to provide, install, alter, or improve any form of crossing or vehicular traffic protection at the CROSSINGS or other facilities of any description appurtenant thereof (including, but not limited to flashing lights, automatic gates and other mechanical devices) SPRAGUE shall reimburse the DEPARTMENT and its Operators for the design, construction, installation, maintenance, repair, renewal and removal of the same and for any electricity necessary to operate any mechanical or electrical protection.

6. SPRAGUE shall take all necessary precautions for SPRAGUE's own protection and for the protection of his employees, agents, subcontractors, business invitees, or any other person or corporation and the protection of trains while using the CROSSINGS, having due regard for the operation of trains or locomotives about the CROSSINGS without whistling, ringing of bells or other warning.

7. SPRAGUE shall use the CROSSINGS in such a manner as will not damage the rails, ties or fastenings, and SPRAGUE shall restrict the use of the CROSSINGS to rubber-tired vehicles (upon request by SPRAGUE to and approval from the DEPARTMENT, non rubber-tired equipment may be used). The DEPARTMENT and its Operators further agree that snow plowing, snow removal, sanding and salting by vehicle of the CROSSINGS are not prohibited and are hereby approved by the DEPARTMENT and its Operators provided no plows or

related equipment shall come in direct contact with the rail or ties or appurtenances thereto; plow blades must be kept at least one inch above the crossing surface.

8. Rail movements over the CROSSINGS shall have preference to vehicular and/or pedestrian movements and no claim shall be made against the DEPARTMENT and/or its Operators and no action shall ever be taken by SPRAGUE against the DEPARTMENT or its Operators because of the Operators' equipment blocking passage of vehicles and/or pedestrians over the CROSSINGS. The DEPARTMENT and its Operators agree to use reasonable efforts not to block such passage and any required blockage shall be kept to as short a duration as is possible.

9. SPRAGUE's rights in and to the CROSSINGS conveyed herein shall neither be affected nor lapse as a result of any non-use of either of the CROSSINGS by SPRAGUE from time to time. The parties acknowledge that the CROSSINGS conveyed herein provide access from SPRAGUE's abutting upland property to the SPRAGUE FEE PARCEL and the abutting submerged lands leased to SPRAGUE by the State of Maine (acting by and through the Department of Transportation) pursuant to a Lease dated October 20, 1978, as amended by Amendment dated as of November 1, 1988, and that the CROSSINGS may require relocation from time to time upon prior written notice to and approval from DEPARTMENT by virtue of the changing nature of activities conducted in the area of the leased premises pursuant to said Lease.

10. In the event that SPRAGUE fails to perform in any material respect his obligations under this Agreement within thirty (30) days after receipt of a written notice of breach from the then owner or operator of the Rail-Trail Corridor, or in the event SPRAGUE fails to submit to the DEPARTMENT for approval, a plan satisfying the requirements of the DEPARTMENT for performance of his obligations under this Agreement within thirty (30) days after said notice (and completes the work outlined in the plan within a reasonable period of time after approval by the DEPARTMENT) in the event that the obligations to be performed cannot reasonably be completed within thirty (30) days after said notice, or in the event that the CROSSINGS pose an unreasonable threat to public safety, then the owner of such Rail-Trail Corridor shall have the right to restrict and/or prohibit use of the CROSSINGS (or either of them) until SPRAGUE is in compliance with the provisions hereof.

11. SPRAGUE further agrees that no fences, barriers or other non-marine related structures which would unreasonably interfere with the views of Casco Bay from the Rail-Trail Corridor shall be installed on the SPRAGUE FEE PARCEL or on any wharves which may extend into Casco Bay from the SPRAGUE FEE PARCEL.

12. The covenants and agreements contained herein are intended to be for the benefit and the burden of the SPRAGUE FEE PARCEL and the CROSSINGS and shall run therewith in perpetuity for the benefit of the owners of the Rail-Trail Corridor and the SPRAGUE FEE PARCEL.

IN WITNESS WHEREOF, the DEPARTMENT and SPRAGUE have executed this Indenture Deed on the day and year first stated.

WITNESS:

[Signature]  
[Signature]

MAINE DEPARTMENT OF  
TRANSPORTATION  
By: [Signature]  
Dana F. Connors  
Its Commissioner  
[Signature]  
Phineas Sprague, Sr.

STATE OF MAINE  
CUMBERLAND, SS.

August 30, 1993

Personally appeared the above-named Dana F. Connors, Commissioner of the Maine Department of Transportation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of said Maine Department of Transportation.

Before me,

[Signature]  
CATHY McCOLLETT  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES JANUARY 29, 1994  
Notary Public/Attorney-at-Law

240.NHS  
22611001.713

SEAL



EXHIBIT A  
(SPRAGUE LOT 3)

No 55156 R 10924 P 103

Lot 3 as shown on a certain Plan entitled "Land Title Survey & Subdivision Plan in Portland, Maine, U.S.A.," made for The Trust for Public Land, City of Portland, Maine Department of Transportation, and Canadian National Railway Company dated February 19, 1993, as amended, Sheets 1 through 7, which is recorded in the Cumberland County Registry of Deeds in Plan Book 193, Pages 187 through 193 (the "Plans"), which Lot is more particularly described by metes and bounds as follows:

A certain lot or parcel of land in the City of Portland, County of Cumberland, State of Maine with all buildings and improvements thereon, bounded and described as follows:

Beginning at a point located at the northeasterly corner of land leased to Bath Iron Works ("BIW") Corporation (as described in the Memorandum of Pier Lease recorded in said Registry of Deeds in Book 4916, Page 26); thence from said point of beginning N 27° 10' W a distance of 11.44 feet to a point located on the southerly sideline of Parcel C as shown on the Plans (Sheet 2 of 7); thence along said Parcel C N 68° 31' 30" E a distance of 225.10 feet to a point; thence N 63° 18' 30" E a distance of 690.74 feet to a point; thence S 30° 39' E a distance of 56.34 feet to a point; thence S 61° 35' 30" W a distance of 27.46 feet to a point; thence S 77° 25' 00" W a distance of 94.07 feet to a point; thence S 62° 35' 30" W a distance of 475.00 feet to a point; thence S 38° 50' 30" W, a distance of 60.00 feet to a point; thence S 63° 50' 30" W a distance of 120.00 feet to a point; thence N 26° 10' 00" W a distance of 8.00 feet to a point; thence S 63° 50' 30" W a distance of 150.00 feet to a point and land leased to BIW; thence N 27° 10' 00" W along said land leased to BIW a distance of 63.45 feet to the point of beginning.

Together with any upland and intertidal lands including the seawall which immediately adjoin the above-described Premises and lie between the projection of the northeasterly endline of the Premises and the projection of the southwesterly endline of the Premises seaward to the mean low-water line of Casco Bay.

Exhibit 15

FISH POINT ASSOCIATES  
TO  
TRINIDAD SUBSIDIARY  
4876/268

SHORE LAND BOUND LINE  
11' HIGH WATER

100 YEAR FLOOD LINE, SCALE AS 1/2" = 25'  
SCALED FROM FLOOD INSURANCE RATE MAP  
PARCEL 230031 00148, DATED JULY 11, 1986

APPROXIMATE LOCATION OF CROSSING RIVER  
TO BE CONVEYED TO PUBLIC TRUST, 30'  
(MAY BE RELATED WITH ADJACENT PARCELS)

49,716 SQ. FT.  
1.03 ACRES

NO SEDIMENT FOUND  
NO CAP

30' CORRIDOR TO BE CONVEYED  
TO ADOT IN FEE

SPECIAL USE ZONE  
RML/TRAIL CORRIDOR  
PARCEL C

APPROXIMATE LOCATION  
33' FORCE MAIN SEWER LINE

STRIP TO BE CONVEYED TO PUBLIC TRUST, 30'  
1.03 ACRES

49,374 SQ. FT. 1.02 AC. 100%  
100%  
100%  
100%

180 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

100 00  
100 00  
100 00  
100 00

UNITED INDUSTRIAL STRUCTURE LLC.  
STATE OF MAINE  
2000/181  
DOB: 11/11/1974

ATLANTIC AND ST. LAWRENCE RAILROAD CO.

THE PORTLAND CO.

220/277  
334/328  
340/316  
340/316  
4876/268  
4916/268  
4926/112  
4926/112

Recorded  
Cumberland County  
Registry of Deeds  
02/30/83 04:32:12PM  
John B. O'Brien  
Registrar

NO FORCE MAJEUR

No 55156 Bk 10924 P 104

NOTE  
SEE SHEET 1 FOR  
DESCRIPTION AND  
DETAILS

MAINE DEPARTMENT OF TRANSPORTATION  
AND PUBLIC SAFETY  
LEGISLATIVE COMMISSION  
6-8-82/268 COMMENTS

LAND TITLE SURVEY & SUBDIVISION PLAN  
IN PORTLAND, MAINE, U.S.A.  
MADE FOR  
THE TRUST FOR PUBLIC LAND  
THE CITY OF PORTLAND  
THE MAINE DEPARTMENT OF TRANSPORTATION  
THE CANADIAN NATIONAL RAILWAY COMPANY OTHERS  
SUBSCRIBED TO HEREIN: ROBERT LAMAR BRILL

Owen Haskell, Inc.  
Civil Engineers  
2000 Portland, Maine  
Land Surveyors

Sheet #	151A	151B	151C	151D	151E	151F	151G	151H	151I	151J	151K	151L	151M	151N	151O	151P	151Q	151R	151S	151T	151U	151V	151W	151X	151Y	151Z	
Area																											
Total																											

DATE FILED: APR 24 1983