

# CITY OF PORTLAND

BUILDING DEPARTMENT

## PERMIT

FEAR 1-1-09  
Permit Number: 091219-0000

Please Read Application And Notes, If Any, Attached

This is to certify that 28 MONUMENT SQUARE LLC / Leddy Associates

has permission to Build Fire Escape from 5th flr, 6th flr, 3rd flr connecting to 22 Monument to ground

AT 27 MONUMENT SQ City of Portland 027 F002003

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other work is used-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

**OTHER REQUIRED APPROVALS**

Fire Dept. CAPT. R. Gauthier

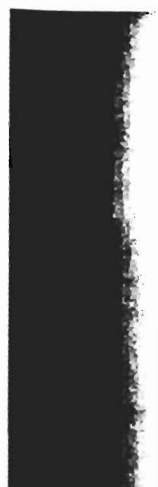
Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_  
Department Name

*Annemarie* 12/18/09  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**



**City of Portland, Maine - Building or Use Permit Application**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

|                       |             |                     |
|-----------------------|-------------|---------------------|
| Permit No:<br>09-1219 | Issue Date: | CBL:<br>027 F002003 |
|-----------------------|-------------|---------------------|

|   |   |   |                      |
|---|---|---|----------------------|
| Location of Construction:<br>27 MONUMENT SQ | Owner Name:<br>28 MONUMENT SQUARE LLC       | Owner Address:<br>22 MONUMENT SQ                  | Phone:               |
| Business Name:                              | Contractor Name:<br>Leddy Houser Associates | Contractor Address:<br>416 Preble Street Portland | Phone:<br>2077670903 |
| Lessee/Buyer's Name                         | Phone:                                      | Permit Type:<br>Additions - Commercial            | Zone:<br>B-3         |

|   |  |   |   |                    |
|---|--|---|---|--------------------|
| Past Use:<br>Commercial<br><i>residential condos - 3rd floor</i><br><i>retail - 1st &amp; 2nd floors</i>                  | Proposed Use:<br>Commercial - Build Fire Escape<br>from 5th flr, 4th flr, 3rd flr,<br>connecting to 22 Monument to<br>ground | Permit Fee:<br>\$220.00   | Cost of Work:<br>\$19,702.00  | CEO District:<br>1 |
| Proposed Project Description:<br>Build Fire Escape from 5th flr, 4th flr, 3rd flr, connecting to 22 Monument<br>to ground |  | FIRE DEPT: <input checked="" type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br><i>*See Conditions</i>  | INSPECTION:<br>Use Group: <i>R/M</i> Type: <i>3B</i><br><i>IRL-2003</i><br>Signature: <i>JMB 12/18/09</i> |                    |
|   |  | PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)<br>Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied<br>Signature: _____ Date: _____ |   |                    |

|                             |                                 |                        |  |  |
|-----------------------------|---------------------------------|------------------------|--|--|
| Permit Taken By:<br>Ldobson | Date Applied For:<br>10/28/2009 | <b>Zoning Approval</b> |  |  |
|-----------------------------|---------------------------------|------------------------|--|--|

|   |  |   |  |
|---|--|---|--|
| <p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p> | <p><b>Special Zone or Reviews</b></p> <input type="checkbox"/> Shoreland<br><input type="checkbox"/> Wetland<br><input type="checkbox"/> Flood Zone<br><input type="checkbox"/> Subdivision<br><input type="checkbox"/> Site Plan<br><br>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/><br><i>OK w/cond. had</i><br>Date: <i>12/17/09 JEB</i> | <p><b>Zoning Appeal</b></p> <input type="checkbox"/> Variance<br><input type="checkbox"/> Miscellaneous<br><input type="checkbox"/> Conditional Use<br><input type="checkbox"/> Interpretation<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br><br>Date: _____ | <p><b>Historic Preservation</b></p> <input type="checkbox"/> Not in District or Landmark<br><input type="checkbox"/> Does Not Require Review<br><input type="checkbox"/> Requires Review<br><input checked="" type="checkbox"/> Approved<br><input type="checkbox"/> Approved w/Conditions<br><input type="checkbox"/> Denied<br><br>Date: <i>12/18/09 STA</i> |
|   | <p><b>PERMIT ISSUED</b></p>  |   |  |

City of Portland

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

|                              |  |                            |
|------------------------------|--|----------------------------|
| <b>Permit No:</b><br>09-1219 | <b>Date Applied For:</b><br>10/28/2009 | <b>CBL:</b><br>027 F002003 |
|------------------------------|--|----------------------------|

|  |  |  |                                 |
|--|--|--|---------------------------------|
| <b>Location of Construction:</b><br>27 MONUMENT SQ | <b>Owner Name:</b><br>28 MONUMENT SQUARE LLC       | <b>Owner Address:</b><br>22 MONUMENT SQ                  | <b>Phone:</b>                   |
| <b>Business Name:</b>                              | <b>Contractor Name:</b><br>Leddy Houser Associates | <b>Contractor Address:</b><br>416 Preble Street Portland | <b>Phone:</b><br>(207) 767-0903 |
| <b>Lessee/Buyer's Name</b>                         | <b>Phone:</b>                                      | <b>Permit Type:</b><br>Additions - Commercial            |                                 |

|  |   |
|--|---|
| <b>Proposed Use:</b><br>Commercial - Build Fire Escape from 5th flr, 4th flr, 3rd flr, connecting to 22 Monument to ground | <b>Proposed Project Description:</b><br>Build Fire Escape from 5th flr, 4th flr, 3rd flr, connecting to 22 Monument to ground |
|--|---|

**Dept:** Historic      **Status:** Approved      **Reviewer:** Scott Hanson      **Approval Date:** 12/08/2009  
**Note:**      **Ok to Issue:**

**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 12/17/2009  
**Note:**      **Ok to Issue:**

- 1) This permit is being issued with the condition that the fire escape that is being erected over Lancaster Lane does not obstruct passage along Lancaster Lane.
- 2) This permit is being issued with the condition that the certificate of occupancy cannot be issued until the easement from 22 Monumnet Square to access their fire escape is recorded at the Registry of Deeds.
- 3) Permit #09-0328 and permit #08-1563 changes the use to retail and food service on the 1st & 2nd floor with two dwelling units above (one d.u. on the 3rd floor and one d.u. on the 4th floor). This is the legal use when all the certificates of occupapncy have been issued. Any change of use requires a separate permit application, review and approval.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Jeanine Bourke      **Approval Date:** 12/18/2009  
**Note:**      **Ok to Issue:**

- 1) The existing kitchen hood exhaust relocation shall be addressed by the building owner. This has been brought to the attention of Alan Mooney in conjunction with permits issued for work in other areas of the building.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approrval prior to work.
- 3) Statement of special inspections and fabricators certifications shall be submitted.

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Capt Keith Gautreau      **Approval Date:** 12/03/2009  
**Note:**      **Ok to Issue:**

- 1) The fire escape shall meet the requirements for "new fire escape" in LSC 101 7.2.8
- 2) All construction shall comply with NFPA 101

**Comments:**

11/3/2009-amachado: Left vcm with Leddy Houser. Need more information.

|  |   |  |                                |
|--|---|--|--------------------------------|
| <b>Location of Construction:</b><br>27 MONUMENT SQ | <b>Owner Name:</b><br>28 MONUMENT SQUARE LLC      | <b>Owner Address:</b><br>22 MONUMENT SQ                  | <b>Phone:</b>                  |
| <b>Business Name:</b>                              | <b>Contractor Name:</b><br>Ledy Houser Associates | <b>Contractor Address:</b><br>416 Preble Street Portland | <b>Phone</b><br>(207) 767-0903 |
| <b>Lessee/Buyer's Name</b>                         | <b>Phone:</b>                                     | <b>Permit Type:</b><br>Additions - Commercial            |                                |

11/9/2009-amachado: Spoke to Peter Houser. Bill Clark is finding out if Lancaster Lane is owned by the city and if it is a public right of way, they need a license from the city. Need permanent right of access from 22 Monument Square (recorded easement best). Peter said that 28 Monumnet Square, LLC is the condo association.

11/9/2009-amachado: Received site plan exemption application from Ledy Haouse. Gave it to planning.

12/1/2009-amachado: Reviewed letter from Alan Mooney of 22 Monument Square granting access to 27/28 Monument Square to attach their fire escape to 22 Monument Square. Went over dociuments regarding owner ship of Lancaster Lane with Danielle. She would like to see that 27/28 Monumnet Square are the sucessors to the original parties to the 1913 agreement, but says that the 1913 agreement gives them shared ownership. See her email. Moving permit forward in review process.

12/10/2009-gg: received granted site exemption with conditions as of 12/09/09. /gg Filed with permit (Jeanie)

12/10/2009-amachado: Spoke to Nate HuckleBower (sp?) , Alan Mooney's attorney. He wanted to know what we needed for ownership of Lancaster Lane. He will get the chain of title in as soon as he can.

12/18/2009-jmb: Spoke to Pete H. About statement of special inspections and if the fabricator is registered and approved to do work without SI. Pete called back that certs will be submitted and inspections will be done. Asked that he verify this with the engineer of record to submit statement and required inspections. Also discussed the existing kithchen hood exhaust that is the responsibility of the building owner to address with a permit approval for relocation.

12/17/2009-amachado: Received chain of title from Nate Huckel-Bauer to show rights to Lancaster Lane from 1913 to the present owners. Danielle reviewed it and sent an email stating that the they can build over the Lane as lon as it doesn't obstruct passage.



## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY )

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**

**A Pre-construction Meeting will take place upon receipt of your building permit.**

Framing of all component prior to any close in.

The final report of Special Inspections shall be submitted prior to the final inspection or the issuance of the Certificate of Occupancy

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

**If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**

\_\_\_\_\_  
Signature of Applicant/Designee

\_\_\_\_\_  
Signature of Inspections Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

12/18/09

PERMIT ISSUED

DEC 21 2009

City of Portland



# General Building Permit Application

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

|   |   |  |
|---|---|--|
| Location/Address of Construction: <u>28 Monument Sq. Rear Alley</u>   |   |  |
| Total Square Footage of Proposed Structure/Area   |   | Square Footage of Lot  |
| Tax Assessor's Chart, Block & Lot<br>Chart#      Block#      Lot#<br><u>027-F-002-001</u><br><u>Book &amp; Page 2220/297</u>  | Applicant * <b>must be owner, Lessee or Buyer</b> *<br>Name <u>28 Monument Square LLC</u><br>Address <u>28 Monument Sq.</u><br>City, State & Zip <u>Portland, Me. 04101</u> | Telephone:<br><u>775-1969</u>  |
| Lessee/DBA (If Applicable)  | Owner (if different from Applicant)<br>Name<br>Address<br>City, State & Zip   | Cost Of Work: \$ <u>19702</u><br>C of O Fee: \$ _____<br>Total Fee: \$ _____ |
| Current legal use (i.e. single family) _____<br>If vacant, what was the previous use? _____<br>Proposed Specific use: _____<br>Is property part of a subdivision? _____ If yes, please name _____<br>Project description:<br><u>345 Connecting Fire Escape middle Rear</u><br><u>connecting to ground</u> |   |  |
| Contractor's name: <u>Leddy House Associates</u><br>Address: <u>72 Ocean Street So. Portland, Suite 104</u><br>City, State & Zip <u>So. Po. Me. 04104</u>   |   | Telephone: <u>747-0903</u>   |
| Who should we contact when the permit is ready: <u>same</u>   |   | Telephone: _____   |
| Mailing address: _____  |   |  |

**RECEIVED**

OCT 28 2009  
Dept. of Building Inspections  
City of Portland Maine

**Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 10-28-09

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

**EASEMENT AGREEMENT FOR EMERGENCY EGRESS AND INGRESS**

EASEMENT AGREEMENT BY AND AMONG **22 Monument Square, LLC**, a Maine limited liability company with a place of business at 22 Monument Square, Portland, Maine 04101 ("**Grantor**"), **Charles Carpenter and Dalinda Carpenter**, with a mailing address of 28 Monument Square, Unit 1, Portland, Maine 04101 ("**Carpenters**"), **Robert Dodge and Marianne Dodge**, with a mailing address of 28 Monument Square, Unit 2, Portland, Maine 04101 ("**Dodges**") (Carpenters and Dodges collectively the "**Grantees**") and Monument Square Condominium Association, a Maine nonprofit corporation with a place of business at 28 Monument Square, Portland, Maine 04101 (the "**Association**") (Grantor, Grantees and the Association collectively the "**Parties**").

WHEREAS, Grantor owns certain real property located at 22 Monument Square, Portland, Maine, more particularly described in a deed dated August 19, 1999 and recorded in the Cumberland County Registry of Deeds in Book 14991, Page 22 ("**Grantor's Property**");

WHEREAS, Grantor's Property includes a multi-story building ("**Grantor's Building**") with interior emergency stairs (the "**Emergency Stairs**") and a metal fire escape affixed to the exterior, rear wall of Grantor's Building (the "**Fire Escape**");

WHEREAS, Monument Square Condominium ("**Condominium**") is a five-unit condominium located at 28 Monument Square, Portland, Maine, that was created by a condominium declaration recorded in the said Registry on August 27, 2008, in Book 26302, Page 1;

WHEREAS, Carpenters own Unit 1 in the Condominium, which Unit is more particularly described in a deed dated August 27, 2008 and recorded in said Registry in Book 26303, Page 224 ("**Carpenters' Unit**");

WHEREAS, Dodges own Unit 2 in the Condominium, which Unit is more particularly described in a deed dated August 27, 2008 and recorded in said Registry in Book 26303, Page 226 ("**Dodges' Unit**") (Dodges' Unit and Carpenters' Unit collectively the "**Units**"); and

WHEREAS, Grantees and the Association require certain rights to enter Grantor's Property and use the Emergency Stairs and the Fire Escape in the event that the regular routes of egress from or ingress to the Units is blocked or unusable.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the Parties do hereby agree to the following easements, terms, and conditions:

**Section 1. Emergency Easement.** Grantor DOES HEREBY GIVE, GRANT, BARGAIN, SELL AND CONVEY unto Grantees and the Association, their heirs, successors and assigns forever, certain easement rights being more particularly described as follows (the "**Emergency Easement**"):

- A. **Easement Area.** The easement area granted herein is the Emergency Stairs and the Fire Escape, as defined herein (the "**Easement Area**").
- B. **Easement Granted.** Grantor hereby grants to Grantees and the Association a non-exclusive and perpetual easement over the Easement Area for the purposes of emergency ingress to and egress from the Units by Grantees and the Association, their agents, invitees, licensees and guests. Grantor further grants the right for Grantees to remove a portion of the wall between Grantor's Building and the Units to permit the installation of passage doors from the Units to the Emergency Stairs.

C. **Property Benefited by Easement.** The rights and easements described herein are intended to benefit and serve the Units and the Condominium, as defined herein.

**From:** Danielle West -Chuhta  
**To:** Machado, Ann  
**Date:** 1/8/2010 8:53:52 AM  
**Subject:** Fwd: RE: fire escape (28 Monument Square)

It looks good to me. It grants a perpetual emergency access easement to the owners of Units 1 and 2 and to the condo association itself. I would note that it is only to be used when the regular means of going to and from the units are not function or not safe to use. I would also note that 22 Monument square granted 28 Monument Square the right to remove a portion of the wall between 22 Monument Square and the units to permit the installation of passage doors from the units to the stairs.

Thanks,

Danielle

>>> Ann Machado 1/8/2010 7:35:19 AM >>>

Danielle -

will you take a look at the easement agreement for 28 Monument Square to make sure that it is OK?  
Thanks.

Ann

22 Monument Square, LLC  
22 Monument Square, Suite 600  
Portland, Maine 04101

To Whom It May Concern:

This letter confirms the intent of 22 Monument Square, LLC, owner of the building located at 22 Monument Square in Portland, Maine, to allow the Condominium Association and owners of units in the adjacent building at 28 Monument Square, Portland, Maine, to connect to the existing fire escape that is located at and affixed to the building at 22 Monument Square, Portland, Maine. 22 Monument Square, LLC, shall execute such other agreements or documents as are necessary to provide a license or easement for such use of the fire escape located on the building at 22 Monument Square.

Sincerely,

22 Monument Square, LLC

By: 

Name: H. Alan Mooney

Its: Authorized Manager

NOV 25 2010



# Application for Exemption from Site Plan Review

Portland, Maine

Department of Planning and Urban Development, Planning Division and Planning Board

PROJECT NAME: SMD 2007-01A Flood Damage Repair

PROJECT ADDRESS: 23 Monument Sq. Portland, ME 04101 *Love*

PROJECT DESCRIPTION: (Please Attach Sketch/Plan of Proposal/Development)

Fire escape footprint - 8' x 35' = 284

Attaching to existing fire escape on 22 Monument Square

RECEIVED

CHART/BLOCK/LOT: 027 - E - 002 - 001 | 22-0 - 222

NOV - 9 2009

CONTACT INFORMATION:

City of Portland  
Planning Division

OWNER/APPLICANT

CONSULTANT/AGENT

Name: 23 Monument Sq  
Address: 23 Monument Sq  
Portland, ME  
Zip Code: 04101  
Work #: \_\_\_\_\_  
Home #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Name: Peta Horgan  
Address: 23 Monument Sq  
Portland, ME  
Zip Code: \_\_\_\_\_  
Work #: 767-0903  
Home #: 552-4882  
Fax #: 767-0903  
E-mail: ledhouse@earthlink.net

Criteria for Exemptions:  
(See Section 14-523 (4) on page 2 of this application)

|   | Applicant's Assessment<br>Y(yes), N(no), N/A | Planning Division<br>Use Only |
|---|--|-------------------------------|
| a) Is the proposal within existing structures?              | <u>N/A</u>                                   | <u>no</u>                     |
| b) Are there any new buildings, additions, or demolitions?  | <u>Y/N</u>                                   | <u>no</u>                     |
| c) Is the footprint increase less than 500 sq. ft.?         | <u>YES</u>                                   | <u>yes</u>                    |
| d) Are there any new curb cuts, driveways or parking areas? | <u>N/A</u>                                   | <u>no</u>                     |
| e) Are the curbs and sidewalks in sound condition?          | <u>N/A</u>                                   | <u>yes</u>                    |
| f) Do the curbs and sidewalks comply with ADA?              | <u>N/A</u>                                   | <u>n/a</u>                    |
| g) Is there any additional parking?                         | <u>N/A</u>                                   | <u>n/a</u>                    |
| h) Is there an increase in traffic?                         | <u>Y/N</u>                                   | <u>n/a</u>                    |
| i) Are there any known stormwater problems?                 | <u>Y/N</u>                                   | <u>no</u>                     |
| j) Does sufficient property screening exist?                | <u>Y/N</u>                                   | <u>n/a</u>                    |
| k) Are there adequate utilities?                            | <u>Y/N</u>                                   | <u>n/a</u>                    |

RECEIVED

DEC 9 2009

Dept. of Building Inspections  
City of Portland Maine

**Planning Division Use Only**

Exemption Granted  w/ conditions Partial Exemption  Exemption Denied

*The applicant must obtain all applicable building permits.*

Planner's Signature [Signature] Date 12.02.09

PROVISION OF PORTLAND CITY CODE  
14-523 (SITE PLAN ORDINANCE)  
RE: EXEMPTIONS FROM SITE PLAN REVIEW

**Sec. 14-523. Approval required.**

No person shall undertake any development without obtaining approval therefore under this article.

- (4) The Planning authority shall exempt from review under all standards in this article developments that meet all of the following requirements:
- a. The proposed development will be located within existing structures, and there will be no new buildings, demolitions, or building additions other than those permitted by subsection b of this section;
  - b. Any building addition shall have a new building footprint expansion of less than five hundred (500) square feet;
  - c. The proposed site plan does not add any new curb cuts, driveways, or parking areas; the existing site has no more than one (1) curb cut and will not disrupt the circulation flows and parking on-site; and there will be no drive-through services provided;
  - d. The curbs and sidewalks adjacent to the lot are complete and in sound condition, as determined by the public works authority, with granite curb with at least four (4) inch reveal, and sidewalks are in good repair with uniform material and level surface and meet accessibility requirements of the Americans with Disabilities Act;
  - e. The use does not require additional or reduce existing parking, either on or off the site, and the project does not significantly increase traffic generation;
  - f. There are no known stormwater impacts from the proposed use or any existing deficient conditions of stormwater management on the site;
  - g. There are no evident deficiencies in existing screening from adjoining properties; and
  - h. Existing utility connections are adequate to serve the proposed development and there will be no disturbance to or improvements within the public right-of-way.

A developer claiming exemption under this subsection shall submit a written request for exemption stating that the proposed meets all of the provisions in standards a-h of this subsection, including an itemized statement by a qualified professional. Upon receipt of such a request, the planning authority will visit the site to verify that the exemption is applicable due to compliance with the standards. The planning authority, after consultation with the public works authority, shall render a written decision within twenty (20) working days after receipt of a written request for exemption that contains all the information required by this subsection. If a full exemption is granted, the application shall be approved without further review under this article, and no performance guarantee shall be required. The planning authority may require full site plan review of a project that meets the criteria of this subsection if it determined that there is a substantial public interest in the project.

In the event that the planning authority determines that standards a and b of this subsection and at least four (4) of the remaining standards have been met, the planning authority shall review the site plan under the review standards in section 14-526 that are affected by the standards in this subsection that have not been met. An application that receives review by the planning board shall receive a complete review under the standards of section 14-526. The planning authority shall notify an applicant in writing that full or partial site plan review is required, the reasons for the decision, and the information that will be required for site plan review.

**IMPORTANT NOTICE TO APPLICANT**

**An Exemption from site plan review does not exempt this proposal from other approvals or permits, nor is it an authorization for construction. You should first check with the Building Inspections Office, Room 315, City Hall (874-8703), to determine what other City permits, such as a building permit, will be required.**

**Planning Shukria Wiar**

December 3, 2009

Conditional of approval:

*The applicant must obtain all applicable building permits.*



NOTE: ALL ELEVATIONS AND SECTIONS SHALL BE CONSIDERED TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

**ELEVATION**

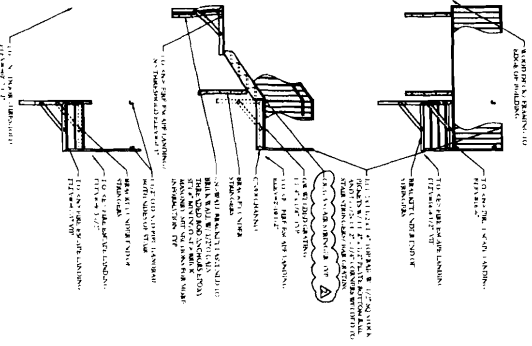
SCALE: 1/4" = 1'-0"

1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

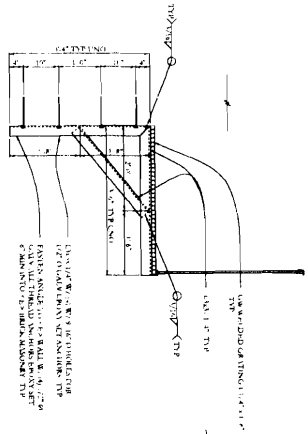
2. FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.

3. ALL MATERIALS SHALL BE AS SHOWN ON THE MATERIAL SCHEDULE.

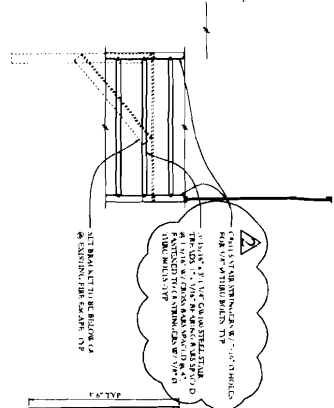
4. VERIFY ALL HEIGHTS AND CLEARANCES BEFORE CONSTRUCTION.



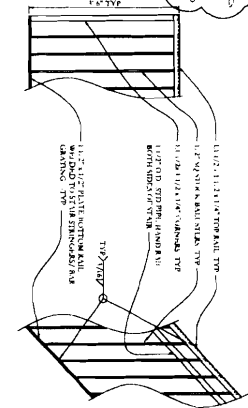
SECTION A-A 1/4" = 1'-0"



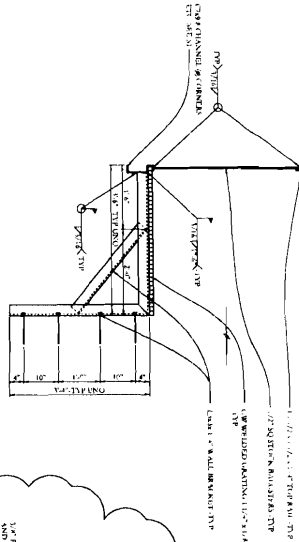
SECTION B-B 1/4" = 1'-0"



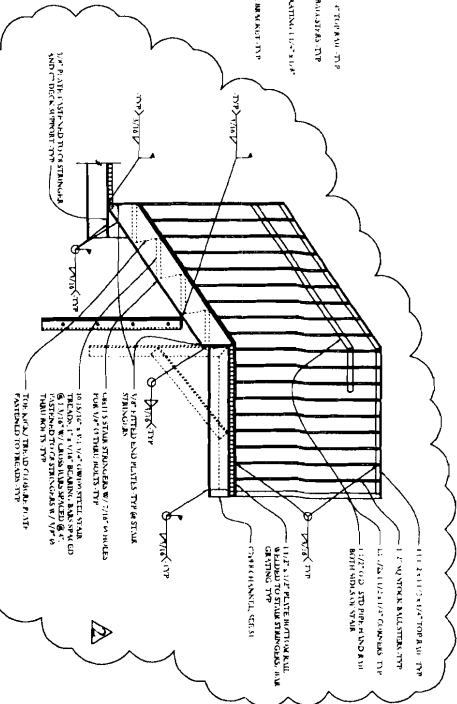
SECTION C-C 1/4" = 1'-0"



SECTION D-D 1/4" = 1'-0"



SECTION E-E 1/4" = 1'-0"



S2

ELEVATION  
and SECTIONS

DATE  
9/2/09

28 Monument Square Fire Escape  
Portland, Maine

REVISIONS  
 ▲ 10/5/09 DIMENSION MODIFICATIONS  
 ▲ 10/26/09 STAIR MODIFICATIONS

Structural Integrity  
 BUILD WITH CONFIDENCE  
 514 99-0084

**From:** Danielle West -Chuhta  
**To:** Machado, Ann  
**Date:** 12/1/2009 1:54:40 PM  
**Subject:** 27/28 Monument Square

Ann:

As per our discussion today, based on my review of the documents submitted with regard to 27/28 Monument Square, I think that the owners have established sufficient rights to construct the fire escape. More specifically, the owners seem to have the ability to use Lancaster Lane (I would like them to confirm that they are successors to the original parties to the agreement). Their rights are shared in common with the other parties to the agreement (i.e. owners along Lancaster Lane), and the only restriction is that they cannot obstruct or encumber the road.

In addition, they also are in the process (and have presented a letter confirming this fact) of obtaining an easement to connect the fire escape to 22 Monument Square (a recorded copy of this easement should be obtained prior to issuance of a c of o).

Thanks for your time,

Danielle

Danielle P. West-Chuhta  
Associate Corporation Counsel  
City of Portland, Maine

therein contained and to redemption according to law.

IN WITNESS WHEREOF, I the said Bertha W. Knight have hereunto set my hand and seal this fourth day of March A. D. 1911.

Signed, sealed and delivered in presence of

William Lyons

Bertha W. Knight

Seal

State of Maine. Cumberland, ss. March 4th, 1911. Then personally appeared

the above named Bertha W. Knight and acknowledged the foregoing instrument to be her

free act and deed, before me,

William Lyons

Justice of the Peace.

Received April 30, 1913, at 3h P. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that I, Sarah T. Norton,

of Augusta in the County of Kennebec and State of Maine, owner of a certain mort-

gage given by Mary E. Peacock of Farmingdale in said County to said Sarah T. Norton

dated the twenty-third of October A. D. 1894 and recorded in Cumberland County

Registry of Deeds, Book 616, Page 198, in consideration of eight hundred fifty and

fifteen one-hundredths dollars, paid by Martha H. Peacock of Freeport in the County

of Cumberland in said State the receipt whereof is hereby acknowledged, do hereby

sell, assign, transfer and convey unto the said Martha H. Peacock the said mortgage

deed, the note, debt, and claim thereby secured, and all my right, title and inter-

est, by virtue of said mortgage, in and to the real estate therein described.

TO HAVE AND TO HOLD the same to the said Martha H. Peacock, and his heirs and

assigns to their own use and behoof forever, subject, nevertheless, to the condi-

tions therein contained and to redemption according to law.

IN WITNESS WHEREOF, I the said Sarah T. Norton have hereunto set my hand and

seal this seventeenth day of May A. D. 1906.

Signed, sealed and delivered in presence of

Lendall Titcomb

Sarah T. Norton

Seal

State of Maine. Kennebec, ss. Augusta, May 18th, 1906. Then personally ap-

peared the above named Sarah T. Norton and acknowledged the foregoing instrument

to be her free act and deed, before me,

Lendall Titcomb

Justice of the Peace.

Received April 30, 1913, at 3h P. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that whereas on the second

day of October A. D. 1813, a deed of partition was made between Zachariah Marston

as Guardian to Francis Hart and Sally Hart, minors, on the one part, and David

Ross of the other part as appears by their deed duly registered in the Registry of

Deeds for the County of Cumberland, Book 67, Page 423, of certain real estate in

said deed described-

And whereas in the same partition deed a certain portion of the land in the

Norton

to

Peacock

Assignment

J.B. Brown

& Sons &

Agreement

rear of the four stores of which partition was made as aforesaid, was reserved as a passageway to be used in common for the use and accomodation of the occupants of said stores -

And whereas by an agreement dated October 24, 1851, and recorded in the Registry of Deeds for the County of Cumberland, Book 231, Page 399, all the then owners of the property so partitioned, namely; Eben D. Choate, Sarah Choate, Alpheus Shaw and Ezekiel Whitman, all of said Portland, made a further and more specific description and delimitation of the passageway aforesaid and afterward building was had in accordance with said agreement -

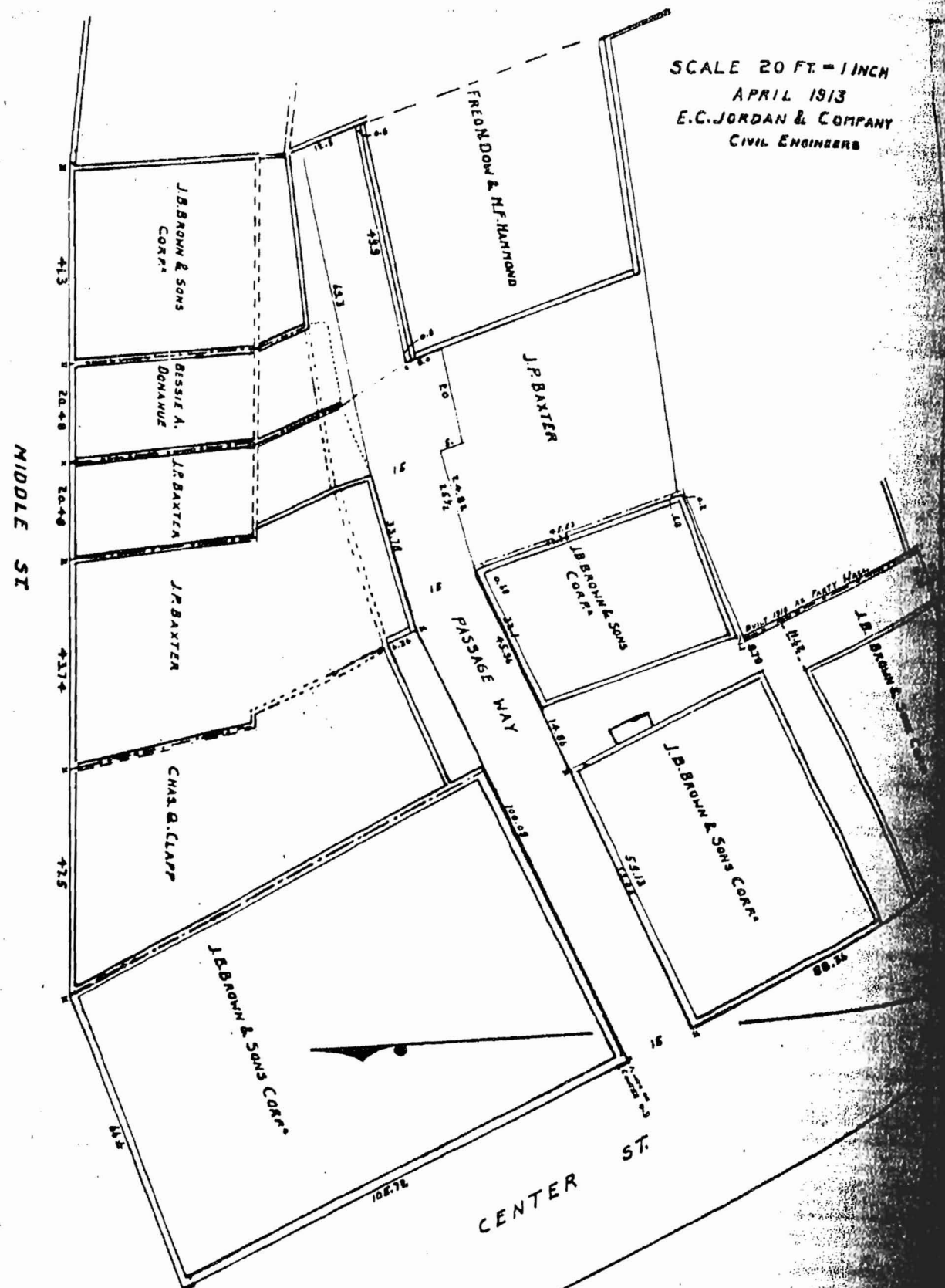
And whereas by an agreement dated September 11, 1851, and recorded in the Registry of Deeds for the County of Cumberland Book 231, Page 331, certain other persons, viz: John B. Brown, Andrew L. E. Clapp, Alpheus Shaw and Ezekiel Whitman all of said Portland, and Benjamin Willis of Boston, owners of land extending from Center Street to the land partitioned as aforesaid, created a passageway fifteen feet in the clear and connecting the above mentioned passageway with Center Street.

And whereas by various additions and changes in the several buildings or structures contiguous thereto, the limits and boundaries of these several passageways have become confused and uncertain and it seems desirable and advantageous to re-define and delimit these passageways -

NOW THEREFORE J. B. Brown & Sons, a corporation duly organized and existing under the laws of the State of Maine, by its President and its Treasurer thereunto duly authorized by the By-Laws of said corporation, James P. Baxter, Bessie A. Donahue, Fred F. Dow and Malcolm F. Hammond, all of said Portland, and Charles Q. Clapp of North Weymouth in the County of Norfolk and the State of Massachusetts, do herewith declare that they are all and every the parties owning or being seized of property adjacent to and abutting upon those passageways leading from Center Street in said Portland, now practically one passageway and commonly known as "Lancaster Lane" and that for and in consideration of the mutual agreements and covenants hereinafter set forth they each, jointly and severally, for themselves, their heirs, successors and assigns do make the following agreements and covenants with the others, jointly and severally, to themselves, their heirs, successors and assigns;

First: That the bounding lines of the passageway shall be in accordance with and determined by the following description, to wit: Beginning on the easterly side of Center Street at the granite plinth of the block of stores belonging to J. B. Brown & Sons and now occupied by Loring, Short & Harmon, said point being 105.72 (one hundred five and seventy-two one hundredths) feet southerly of Congress Street at Monument Square; thence easterly from said plinth 100.39 (one hundred and thirty-nine one-hundredths) feet on a straight line to the present brick corner of a block of stores fronting on Monument Square that James P. Baxter bought of Chas. H. Adams, and being a block of stores on land formerly owned by Benjamin Willis; thence easterly on a course angling slightly to the south or right and by the southerly face of the brick wall of said Baxter's building 33.78 (thirty three

SCALE 20 FT. = 1 INCH  
APRIL 1913  
E.C. JORDAN & COMPANY  
CIVIL ENGINEERS



and seventy-eight one hundredths) feet to the present easterly corner on land above referred to; thence continuing easterly on a slight angle to the south or right determined by a line parallel with and 13.1 (thirteen and one-tenth) feet northerly of the brick line of the rear building on the southerly side of the passageway being described, occupied by the Express-Advertiser Publishing Co. and owned by Fred N. Dow and Malcolm P. Hammond, 69.3 (sixty nine and three-tenths) feet to the westerly face of a brick building on other land of said Dow and Hammond (not included in this agreement) - said line passes in the rear and southerly of buildings owned by James P. Baxter, Bessie A. Donahue and J. B. Brown & Sons -; thence south-easterly by the westerly face of the brick wall on said last-described land about 12 1/2 (twelve and one-half) feet to a point 8/10 (eight tenths) feet northerly of the brick wall of said rear building occupied by the Express-Advertiser Publishing Co. and above referred to as owned by said Dow and Hammond; thence westerly on a line parallel with and 8/10 (eight tenths) feet northerly of the brick wall of said last mentioned building 49.9 (forty-nine and nine-tenths ) feet to a point opposite its northwesterly corner; thence southeasterly by the westerly face of the brick wall of said building 8.0 (eight) feet; thence southwesterly parallel with the line of northerly wall of said building 20.0 (twenty) feet; thence northerly parallel with the westerly wall of said building 5.0 (five) feet to a point 15 (fifteen) feet southerly of the line of the brick wall on the northerly side of the passageway being described and owned by said James P. Baxter and referred to and being on land formerly owned by Benjamin Willis; thence westerly parallel with and 15 (fifteen) feet southerly of said last mentioned brick wall about 25 1/2 (twenty-five and one-half) feet to a point one tenth of a foot northerly of the corner of a brick building on land of J. B. Brown & Sons; thence continuing westerly by said corporation's land 45.96 (forty-five and ninety-six one hundredths) feet to the northeasterly corner of a brick block fronting on Center Street and on said corporations' land; thence by the northerly wall of said block 59.05 (fifty-nine and five one hundred) feet to the northwesterly corner of said building at Center Street; thence northerly by Center Street 15 (fifteen) feet to the point of beginning.

Second: That the location of the passageway on the plan herewith attached and made a part hereof shall be accepted and considered as additionally confirming the location of the bounding lines above described.

Third: That nothing in this agreement shall debar the owners of any part of the fee of said described passageway from occupation beneath it upon constructing and maintaining a thoroughly usable surface area over the limits owned by them in fee, and nothing in this agreement shall debar the abutting owners upon said Passageway who not only own the fee of said passageway but land upon both sides of the same from building over said passageway; provided they leave a clearance of 12 (twelve) feet or more above the top surface of said passageway.

Fourth: That each party over whose land the aforesaid passageway traverses or passes doth hereby give, grant, bargain, sell and convey to each and every the



others all that part of his land contained within the metes and bounds of said passageway hereinbefore described to forever remain in common for the use and convenience of the several parties to pass over and upon with Teams and otherways as they may have occasion, so however as that the same shall not be incumbered at any time by any party by depositing any article to remain thereon or any obstruction other than shall necessarily result from the use of the same as a convenient passageway and each of the parties covenant with the other that they shall not in any wise obstruct or incumber the same otherwise than as before provided,

Fifth: That each and every the other parties hereby remise, release, bargain, sell, convey and forever quit-claim all its right, title and interest in and to any and all of the land of any of the several parties which was formerly contained in such passageways or passageway but is not so contained or included in the passageway herein agreed upon, and any benefit and use therein, and each and every the other parties hereby agree that the several parties may use, occupy and enjoy said property not so contained or included free from incumbrances or easements of any sort or kind whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this eleventh day of April in the year of our Lord, one thousand nine hundred thirteen.

Signed, sealed and delivered in presence of

Charles L. Marston  
to N. C. B. and P. G. B.

W. M. Howarth to J. P. B.

George E. Fogg to  
F. R. D. and M. F. H. and B. A. D.

J. B. Brown & Sons Corporate Seal  
By Nathan C. Brown, Acting President Seal  
Philip G. Brown, Treasurer

James P. Baxter Seal

Fred N. Dow Seal

Malcolm F. Hammond Seal

Bessie A. Donahue Seal

Chas. Quincy Clapp Seal

State of Maine. County of Cumberland, ss. April 11, 1913. A. D. Then personally appeared the above named Nathan C. Brown, Acting President, and Philip G. Brown, Treasurer, of the J. B. Brown & Sons, and severally acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me, Charles L. Marston

Justice of the Peace.

State of Maine. Cumberland, ss. April 11, 1913. Then personally appeared the above named James P. Baxter, Fred N. Dow, Malcolm F. Hammond and Bessie A. Donahue and severally acknowledged the foregoing instrument to be their free act and deed.

Before me, George E. Fogg

Justice of the Peace.

State of Massachusetts. Norfolk, ss. April 28, 1913. Then personally appeared the above named Charles Q. Clapp and acknowledged the foregoing instrument to be his free act and deed.

Before me, Clarence Burgin

Notary Public, Notarial Seal

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Received April 30, 1913, at 2H 40m P. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that I, Frank A. Hewins  
the mortgagee named in a certain mortgage given by Lincoln Spottswood to me dated  
May 5th, A. D. 1909, and recorded with the Cumberland County, Maine, Registry of  
Deeds, book ---, Page ---, do hereby acknowledge that I have received full payment  
and satisfaction of the debt thereby secured and of the conditions therein contain-  
ed, and in consideration thereof I do hereby cancel and discharge said mortgage.

Hewins  
✓ to  
Spottswood  
Discharge

IN WITNESS WHEREOF I hereunto set my hand and seal this twenty-ninth day of  
April A. D. 1913.

Signed and sealed in the presence of  
Charles D. Keyes Frank A. Hewins Seal  
Josephine L. Baohmann

Commonwealth of Massachusetts. Suffolk, ss. Boston, April 29th, 1913. Then  
personally appeared the above named Frank A. Hewins and acknowledged the foregoing  
instrument to be his free act and deed, before me,

Charles D. Keyes  
Notary Public, Notarial Seal

Received May, 1, 1913, at 9h A. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that I, Alonzo Knight,  
of Falmouth, in the County of Cumberland and State of Maine, in consideration of  
one dollar and other valuable considerations, paid by Laura H. Cleaves of Portland  
in said County and Stato, the receipt whereof I do hereby acknowledge, do hereby  
give, grant, bargain, sell and convey unto the said Laura H. Cleaves, her heirs  
and assigns forever, a certain lot of land with the buildings thereon situated in  
said Falmouth and bounded and described as follows: Beginning at the County Road  
at the southeast corner of land now or formerly owned by William Knight; thence  
running northeasterly along the line of said William Knight's land to the northeast  
corner of said William Knight's land; thence northwesterly along the line of said  
William Knight's land to the northwest corner of said William Knight's land, said  
point being in the dividing line between the property hereby conveyed and land  
now or formerly owned by Jacob Knight; thence northeasterly by said dividing line  
to a point which is fifty (50) rods distant on said dividing line from said County  
road; thence north forty-one (41) degrees east fifteen (15) rods; thence south  
forty-seven (47) degrees east twenty six and three-fourths (26 3/4) rods; thence  
north forty-eight degrees east fifteen rods; thence south forty-seven (47) degrees  
east thirty-four (34) rods to high water mark; thence south seventy-three (73)  
degrees west nine (9) rods; thence south twenty-seven (27) degrees east twelve (12)  
rods; thence south thirty-nine (39) degrees west eight (8) rods; thence south  
sixty-nine (69) degrees West thirty-four (34) rods; thence north sixty-seven (67)  
degrees west fourteen (14) rods; thence south sixty-seven (67) degrees west  
seventeen rods (17); thence north sixty-seven (67) degrees west twenty-seven (27)

Knight  
✓ to  
Cleaves  
Warranty



**Ann Machado - RE: fire escape**

**From:** "Huckel-Bauer, Nathaniel R." <NHuckel-Bauer@DDLAW.COM>  
**To:** "Ann Machado" <amachado@portlandmaine.gov>  
**Date:** 12/16/2009 11:55 AM  
**Subject:** RE: fire escape  
**CC:** "Charles and Dalinda Carpenter" <charles-carpenter@historicmapworks.com>, "Dodge, Bob" <bob-dodge@idexx.com>, "Leddy Houser Associates" <ledhouse@maine.rr.com>, "Alan Mooney" <hamooney@criterium-engineers.com>

Ann, attached please find a chain of title from 1913 forward to 28 Monument Square, LLC and the deed from 28 Monument Square LLC to the Carpenters. I believe this satisfies the City's request for the title documents.

The one remaining requirement, an easement for use of the 22 Monument Square fire escape, has yet to be recorded but this item will be done within a few days.

Please call if you have any questions.

Nate

-----Original Message-----

**From:** Leddy Houser Associates [mailto:ledhouse@maine.rr.com]  
**Sent:** Wednesday, December 16, 2009 8:32 AM  
**To:** Ann Machado  
**Cc:** Huckel-Bauer, Nathaniel R.; Charles and Dalinda Carpenter; Dodge, Bob  
**Subject:** fire escape

Hello All,

Here is Ann Machado's Email. Please forward here the info ASAP.

Thanks, Peter

Leddy Houser Associates  
72 Ocean St., Ste 104  
South Portland, Maine 04106  
(207) 767-0903  
(207) 767-0961 FAX

**From:** Danielle West -Chuhta  
**To:** Machado, Ann  
**Date:** 12/17/2009 10:27:25 AM  
**Subject:** Monument Square Matter

Ann:

I have reviewed the documents with regard to the Monument Square matter, and I think that everything is acceptable. It seems as though the developer/owner has sufficient rights to construct the fire escape over the alleyway (once they get an easement from the abutting property to which it will connect) since the deed/agreement which addresses the use of the alleyway allows things to be built over it and requires that it not be obstructed without consent, and such rights are carried forward to the current owner/developer.

Thanks a lot,

Danielle

Danielle P. West-Chuhta  
Associate Corporation Counsel  
City of Portland, Maine  
(207) 874-8480

**EXHIBIT A**

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

Beginning on the street at the line of the division between the premises and land now or formerly of John B. Brown on the westerly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Brown, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 293; thence running southeasterly by the said division line to a passageway in the rear of said premises; thence running by said passageway to the line of division between these premises and land now or formerly of Benjamin Willis lying on the easterly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 330; thence running northwesterly by the line of said Willis' land to the street; and thence running westerly by the street to the first bound.

Said premises are numbered twenty-seven to thirty-one on Monument Square in said Portland, and contain three thousand one hundred nine (3,109) square feet, more or less.

Said premises are hereby conveyed with and subject to certain rights in the common passageway in the rear of said premises, party wall agreements and other easements, particularly set forth in the following agreements; namely, agreement between Benjamin Willis and Andrew L. E. Clapp, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 330; agreement between John B. Brown and Andrew L. E. Clapp, dated September 11, 1851 and recorded in said Registry of Deeds, in Book 231, Page 293; agreement between John B. Brown, Andrew L. E. Clapp, Alpheus Shaw, Ezekiel Whitman and Benjamin Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 331; and agreement between J.B. Brown & Sons, James P. Baxter, Bessie A. Donahue, Fred N. Dow, Malcolm F. Hammond and Charles Q. Clapp, dated April 11, 1913, and recorded in said Registry of Deeds, in Book 910, Page 187; and said premises are hereby conveyed with all rights and benefits provided for said premises in said agreements and subject to all burdens imposed on said premises in said agreements.

The premises herein conveyed are subject to the rights and easements granted by Larry H. Rose and Marie C. Rose a/k/a Surplus Store, to Public Cable, d/b/a Time Warner of Maine, by instrument dated October 1, 1998 and recorded in the Cumberland County Registry of deeds in Book 15936, Page 77; and real estate taxes, assessed but not yet due, which Grantee by acceptance of this deed assumes and agrees to pay.

Grantee by acceptance of this Deed agrees to pay any and all real estate and related taxes on the premises assessed as of April 1, 2007 and thereafter.

Received  
Recorded Register of Deeds  
May 24, 2007 12:44:16P  
Cumberland County  
Pamela E. Lovley

25131  
173

**SHORT FORM QUITCLAIM DEED WITH COVENANT**

John B. Cohen, whose mailing address is 4724 32<sup>nd</sup> Street, NW, Washington, DC 20008, FOR CONSIDERATION PAID, grants to 28 Monument Square, LLC, a Maine limited liability company, with a mailing address of 28 Monument Square, Portland, ME 04101, WITH QUITCLAIM COVENANT certain real property located in Portland, Cumberland County, Maine more particularly bounded and described on Exhibit A attached hereto and made a part hereof.

Being the same premises conveyed to the Grantor herein by deed from Larry H. Rose, et al dated January 5, 2005 and recorded in the Cumberland County Registry of Deeds in Book 22201, Page 297.

MAINE REAL ESTATE TAX PAID

WITNESS my hand and seal this 27 day of January, 2007.

WITNESS: 1  
Aku Aidoo  
Print Name: Aku Aidoo

[Signature]  
John B. Cohen

Maryland not  
~~DISTRICT OF COLUMBIA~~

January 27, 2007

PERSONALLY APPEARED the above-named John B. Cohen, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed.

Before me,  
[Signature]  
Notary Public  
Print Name: Eleanora Fletcher  
Commission Expires: 7-29-07

SEAL

Received  
Recorded Register of Deeds  
Jan 05, 2005 03:34:15P  
Cumberland County  
John E. O'Brien

## EXHIBIT A

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

Beginning on the street at the line of the division between the premises and land now or formerly of John B. Brown on the westerly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Brown, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 293; thence running southeasterly by the said division line to a passageway in the rear of said premises; thence running by said passageway to the line of division between these premises and land now or formerly of Benjamin Willis lying on the easterly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 330; thence running northwesterly by the line of said Willis' land to the street; and thence running westerly by the street to the first bound.

Said premises are numbered twenty-seven to thirty-one on Monument Square in said Portland, and contain three thousand one hundred nine (3,109) square feet, more or less.

Said premises are hereby conveyed with and subject to certain rights in the common passageway in the rear of said premises, party wall agreements and other easements, particularly set forth in the following agreements; namely, agreement between Benjamin Willis and Andrew L. E. Clapp, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 330; agreement between John B. Brown and Andrew L.E. Clapp, dated September 11, 1851 and recorded in said Registry of Deeds, in Book 231, Page 293; agreement between John B. Brown, Andrew L.E. Clapp, Alpheus Shaw, Ezekiel Whitman and Benjamin Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 331; and agreement between J.B. Brown & Sons, James P. Baxter, Bessie A. Donahue, Fred N. Dow, Malcolm F. Hammond and Charles Q. Clapp, dated April 11, 1913, and recorded in said Registry of Deeds, in Book 910, Page 187; and said premises are hereby conveyed with all rights and benefits provided for said premises in said agreements and subject to all burdens imposed on said premises in said agreements.

Being the same premises conveyed to MAINE SURPLUS SALES CORPORATION by Jack I. Novick, et al by Deed dated January 6, 1978 and recorded in Cumberland County Registry of Deeds in Book 4166, Page 81.

22201  
10222  
297

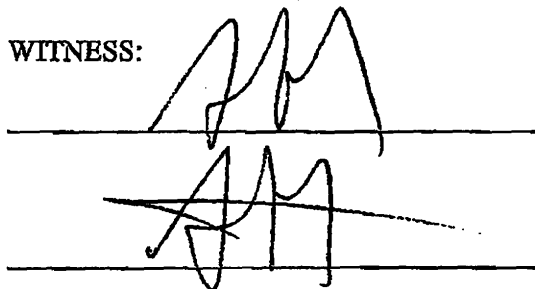
QUITCLAIM DEED  
WITHOUT COVENANT

We, LARRY H. ROSE and MARIE C. ROSE, for one dollar and other good and valuable consideration hereby grant to JOHN B. COHEN of Washington, D.C., certain real property located in Portland, Cumberland County, Maine, more particularly described on Exhibit A attached hereto and made a part hereof.

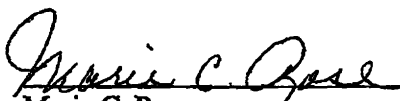
Being the same premises more particularly described in deed from Maine Surplus Sales Corporation dated January 10, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11224, Page 273.

IN WITNESS WHEREOF, We, LARRY H. ROSE and MARIE C. ROSE, have caused this instrument to be duly executed under seal as of this fifth day of January, 2005.

WITNESS:

Two handwritten witness signatures, one above the other, on a horizontal line.

  
Larry H. Rose

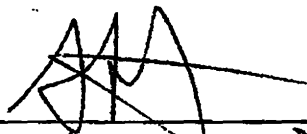
  
Marie C. Rose

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

January 5, 2005

Personally appeared the above-named Marie C. Rose, who acknowledged the foregoing instrument to be her free act and deed.

Before me,

  
Nathan H. Smith  
Notary Public/Attorney-at-Law

MAINE REAL ESTATE TAX PAID

On Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said LARRY H. ROSE and MARIE C. ROSE

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

And it does COVENANT with the said Grantees, as aforesaid, that it is lawfully seized in fee of the premises, that they are free of all incumbrances,

that it has ~~the~~ good right to sell and convey the same to the said Grantees to hold as aforesaid, and that its successors and assigns ~~shall~~ shall and will Warrant and Defend the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said MAINE SURPLUS SALES CORPORATION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Walter Eastman, its President thereunto duly authorized

~~in the deed as Grantor and~~  
~~relinquishing and conveying~~ ~~with his descent and all other rights in the above~~  
~~described premises, with his consent~~ ~~and~~ ~~consent~~ this 10th  
day of January in the year of our Lord one thousand nine hundred and  
ninety-four.

Signed, Sealed and Delivered  
in presence of,

*[Signature]*

MAINE SURPLUS SALES CORPORATION

BY: *[Signature]*  
Walter Eastman, Its President

Recorded  
Cumberland County  
Registry of Deeds  
01/10/94 11:02:33AM  
John B. O'Brien  
Register

SEAL

State of Maine.

CUMBERLAND

} ss.

January 10 19 94

Personally appeared the above named Walter Eastman, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

SEAL

*[Signature]*  
Notary Public

PRINT NAME:

TERESA R. EDWARDS  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES FEBRUARY 28, 1994

# Know all Men by these Presents

No. 1990 & 11224 Ps 273

That MAINE SURPLUS SALES CORPORATION, a corporation organized and existing under the laws of the State of Maine and located at Portland, County of Cumberland and State of Maine

In consideration of One (\$1.00) Dollar and other valuable considerations

paid by LARRY H. ROSE and MARIE C. ROSE, of Falmouth, County of Cumberland, State of Maine

the receipt whereof it do es hereby acknowledge, do hereby give, grant,

bargain, sell and convey unto the said LARRY H. ROSE and MARIE C. ROSE

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever,

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

Beginning on the street at the line of the division between the premises and land now or formerly of John B. Brown on the westerly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Brown, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 293; thence running southeasterly by the said division line to a passageway in the rear of said premises; thence running by said passageway to the line of division between these premises and land now or formerly of Benjamin Willis lying on the easterly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 330; thence running northwesterly by the line of said Willis' land to the street; and thence running westerly by the street to the first bound.

Said premises are numbered twenty-seven to thirty-one on Monument Square in said Portland, and contain three thousand one hundred nine (3,109) square feet, more or less.

Said premises are hereby conveyed with and subject to certain rights in the common passageway in the rear of said premises, party wall agreements and other easements, particularly set forth in the following agreements; namely, agreement between Benjamin Willis and Andrew L. E. Clapp, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 330; agreement between John B. Brown and Andrew L.E. Clapp, dated September 11, 1851 and recorded in said Registry of Deeds, in Book 231, Page 293; agreement between John B. Brown, Andrew L.E. Clapp, Alpheus Shaw, Ezekiel Whitman and Benjamin Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 331; and agreement between J.B. Brown & Sons, James P. Baxter, Bessie A. Donahue, Fred N. Dow, Malcolm F. Hammond and Charles Q. Clapp, dated April 11, 1913, and recorded in said Registry of Deeds, in Book 910, Page 187; and said premises are hereby conveyed with all rights and benefits provided for said premises in said agreements and subject to all burdens imposed on said premises in said agreements.

Being the same premises conveyed to MAINE SURPLUS SALES CORPORATION by Jack I. Novick, et al by Deed dated January 6, 1978 and recorded in Cumberland County Registry of Deeds in Book 4166, Page 81.

30661

MAINE REAL ESTATE TAX PAID

11224  
4/22/11  
3/2



In Witness Whereof, we, the said Jack I. Novick and Rose Novick, wife of the said Jack I. Novick; Samuel Simonds and Marilyn Simonds, wife of the said Samuel Simonds; Edmund W. Simonds and Dorothy Simonds, wife of the said Edmund W. Simonds; and Mildred Hloff, being unmarried

xix

xxxxxxxx

joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 6th day of January in the year of our Lord one thousand nine hundred and seventy-eight.

Signed, Sealed and Delivered

in presence of

Virginia W. Brant  
Virginia W. Brant  
Samuel C. Simonds  
Marilyn J. Simonds  
Edmund W. Simonds  
Dorothy Simonds  
Mildred Hloff  
CUMBERLAND,

Jack I. Novick  
Rose Novick  
Samuel C. Simonds  
Marilyn J. Simonds  
Mildred Hloff  
Jan. 6 1978

Personally appeared the above named

Jack I. Novick and acknowledged the above instrument to be his free act and deed.

Before me,

Virginia W. Brant  
Justice of the Peace  
Notary Public  
Attorney At Law.

CUMBERLAND, ss.

STATE OF MAINE

REGISTRY OF DEEDS

Received at 3:33 P M on JAN 24 1978 and recorded in Book 4166 Page 81

Register

82  
Cumberland County Probate Docket #64780, and her Will specifically devised her one-half interest in the above property to Jack I. Novick, one of the Grantors herein. The said Celia Simonds died testate on February 17, 1957, Cumberland County Probate Docket #52225, leaving entire estate to her husband, Max Simonds. Max Simonds died testate on February 13, 1967, Cumberland County Probate Court Docket #65219, leaving entire estate to Grantors, Samuel Simonds, Edmund W. Simonds and Mildred Holoff.

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said

MAINE SURPLUS SALES CORPORATION, its

successors  
~~heirs~~ and assigns, to it and their use and behoof forever.

And we do COVENANT with the said Grantee, its <sup>successors</sup> / ~~heirs~~  
and assigns, that we are lawfully seized in fee of the premises that they are free of all encumbrances: except as aforesaid;

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors  
~~heirs~~ and assigns forever, against the lawful claims and demands of all persons.

(108)

1960

81

## Know all Men by these Presents,

That We, Jack I. Novick of Portland, in the County of Cumberland and State of Maine, Samuel Simonds of Lewiston, in the County of Androscoggin and State of Maine, Edmund W. Simonds of Fort Lee, New Jersey, and Mildred Holoff of Attleboro, Massachusetts

in consideration of One Dollar and other valuable considerations

paid by MAINE SURPLUS SALES CORPORATION, a Maine corporation duly organized and existing by law and having a place of business in Portland, in the County of Cumberland and State of Maine and whose mailing address is 28 Monument Square, Portland, Maine

the receipt whereof we do hereby acknowledge, do hereby

grant, bargain, sell and convey unto the said

MAINE SURPLUS SALES CORPORATION, its successors and assigns forever,

a certain lot or parcel of land with the buildings thereon situated in Portland, in the County of Cumberland and State of Maine, and bounded and described as follows:

Beginning on the street at the line of the division between the premises and land now or formerly of John B. Brown on the westerly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Brown, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 293; thence running southeasterly by the said division line to a passageway in the rear of said premises; thence running by said passageway to the line of division between these premises and land now or formerly of Benjamin Willis lying on the easterly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 330; thence running northwesterly by the line of said Willis' land to the street; and thence running westerly by the street to the first bound.

Said premises are numbered twenty-seven to thirty-one on Monument Square in said Portland, and contain three thousand one hundred nine (3,109) square feet, more or less.

Said premises are hereby conveyed with and subject to certain rights in the common passageway in the rear of said premises, party wall agreements and other easements, particularly set forth in the following agreements; namely, agreement between Benjamin Willis and Andrew L. E. Clapp, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 330; agreement between John B. Brown and Andrew L. E. Clapp, dated September 11, 1851 and recorded in said Registry of Deeds, in Book 231, Page 293; agreement between John B. Brown, Andrew L. E. Clapp, Alpheus Shaw, Ezekiel Whitman and Benjamin Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 331; and agreement between J. B. Brown & Sons, James P. Baxter, Bessie A. Donahue, Fred N. Dow, Malcolm F. Hammond and Charles O. Clapp, dated April 11, 1913, and recorded in said Registry of Deeds, in Book 910, Page 187; and said premises are hereby conveyed with all rights and benefits provided for said premises in said agreements and subject to all burdens imposed on said premises in said agreements.

Being the same premises conveyed to Annie Novick and Celia Simonds by Sydney Symon by deed dated September 12, 1941 and recorded in Cumberland County Registry of Deeds in Book 1650, Page 387. The said Annie Novick died testate on August 1, 1967,

# Know all Men by these Presents, That

1650  
387

I, Sydney Symon of Portland in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations paid by Annie Novick and Celia Simonds, both of said Portland

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Annie Novick and Celia Simonds, their heirs and assigns forever, a certain lot or parcel of land with the buildings thereon situated in Portland, in the County of Cumberland and State of Maine, and bounded and described as follows: Beginning on the street at the line of the division between the premises and land now or formerly of John B. Brown on the westerly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Brown, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 293; thence running southeasterly by the said division line to a passageway in the rear of said premises; thence running by said passageway to the line of division between these premises and land now or formerly of Benjamin Willis lying on the easterly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 330; thence running northwesterly by the line of said Willis' land to the street; and thence running westerly by the street to the first bound.

Said premises are numbered twenty-seven (27) to thirty-one (31) on Monument Square, in said Portland, and contain three thousand one hundred nine (3,109) square feet, more or less.

Said premises are hereby conveyed with and subject to certain rights in the common passageway in the rear of said premises, party wall agreements and other easements, particularly set forth in the following agreements; namely, agreement between Benjamin Willis and Andrew L. E. Clapp, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 330; agreement between John B. Brown and Andrew L. E. Clapp, dated September 11, 1851 and recorded in said Registry of Deeds, in Book 231, Page 293; agreement between John B. Brown, Andrew L. E. Clapp, Alpheus Shaw, Ezekiel Whitman and Benjamin Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 331; and agreement between J. B. Brown & Sons, James P. Baxter, Bessie A. Donahue, Fred N. Dow, Malcolm F. Hammond and Charles Q. Clapp, dated April 11, 1913, and recorded in said Registry of Deeds, in Book 910, Page 187; and said premises are hereby conveyed with all rights and benefits provided for said premises in said agreements and subject to all burdens imposed on said premises in said agreements.

Being the same premises conveyed to me by Jennie W. Clapp by her Warranty Deed dated August 4, 1941, to be recorded in said Registry of Deeds and to which deed and deeds therein mentioned reference is hereby had for a more particular description of the premises hereby conveyed.

Said premises are hereby conveyed subject to taxes thereon to the City of Portland for the year 1941, and said Grantees hereby assume and agree to pay said taxes as part of the consideration for this conveyance.

Us Here and in Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Annie Novick and Celia Simonds, their

heirs and assigns, to them and their use and behoof forever. And I do covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantees, their

heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Sydney Symon and Minnie G. Symon, wife of the said Sydney Symon, joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises,

OUR hands and seals this twelfth day of September in the year of our Lord one thousand nine hundred and forty-one.

Signed, Sealed and Delivered in presence of

Harry S. Judelshon

Sydney Symon

Seal

Minnie G. Symon

Seal

State of Maine, CUMBERLAND, ss.  
the above named Sydney Symon

September 12th, 1941

Personally appeared

and acknowledged the foregoing instrument to be his free act and deed.

Before me, Harry S. Judelshon, Justice of the Peace.

Received September 12

1941, at 2 o'clock 21 m. P. M., and recorded according to the original.

See

Book 2465

Page 203

See

Book 3068

Page 337

U.S.I.R.

\$30.80

S.S.

9/12/41

# Know all Men by these Presents, That

1050  
386

I, Jennie W. Clapp, of Weymouth, in the County of Norfolk and Commonwealth of Massachusetts,

in consideration of one dollar and other valuable consideration, paid by Sydney Symon, of Portland, in the County of Cumberland and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Sydney Symon, his heirs and assigns forever, a certain lot or parcel of land with the buildings thereon situated in Portland, in the County of Cumberland and State of Maine, and bounded and described as follows: Beginning on the street at the line of the division between the premises and land now or formerly of John B. Brown on the westerly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Brown, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 293; thence running southeasterly by the said division line to a passageway in the rear of said premises; thence running by said passageway to the line of division between these premises and land now or formerly of Benjamin Willis lying on the easterly side thereof, as established by Division Deed between Andrew L. Emerson Clapp and said Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 330; thence running northwesterly by the line of said Willis' land to the street; and thence running westerly by the street to the first bound.

Said premises are numbered Twenty-seven (27) to Thirty-one (31) on Monument Square, in said Portland, and contain three thousand one hundred nine (3,109) square feet, more or less.

Said premises are hereby conveyed with and subject to certain rights in the common passageway in the rear of said premises, party wall agreements and other easements, particularly set forth in the following agreements; namely: agreement between Benjamin Willis and Andrew L.E. Clapp, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, in Book 231, Page 330; agreement between John B. Brown and Andrew L. E. Clapp, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 293; agreement between John B. Brown Andrew L.E. Clapp, Alpheus Shaw, Ezekiel Whitman, and Benjamin Willis, dated September 11, 1851, and recorded in said Registry of Deeds, in Book 231, Page 331; and agreement between J. B. Brown & Sons, James P. Baxter, Bessie A. Donahue, Fred N. Dow, Malcolm F. Hammond and Charles Q. Clapp, dated April 11, 1913, and recorded in said Registry of Deeds, in Book 910, Page 137; and said premises are hereby conveyed with all rights and benefits provided for said premises in said agreements and subject to all burdens imposed on said premises in said agreements.

Said premises were conveyed by Abba M. Clapp to Charles Q. Clapp by deed dated July 21, 1905, and recorded in said Registry of Deeds, in Book 809, Page 472, and were devised by said Charles Q. Clapp to said Jennie W. Clapp by his last will and testament, an abstract of which is duly recorded in said Registry of Deeds.

Said premises are hereby conveyed subject to taxes thereon to the City of Portland for the year 1941, and said Grantee hereby assumes and agrees to pay said taxes as part of the consideration for this conveyance.

U.S.I.R.  
\$26.95  
J.W.C.  
8/4/41

On this and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Sydney Symon, his

heirs and assigns, to his and their use and behoof forever. And I do covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; except as aforesaid;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, his

heirs and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

In Witness Whereof, I, the said Jennie W. Clapp, being a widow,

My hand and seal this fourth day of August have hereunto set in the year of our Lord one thousand nine hundred and forty-one.

Signed, Sealed and Delivered in presence of

Charles J. Gabriel

Jennie W. Clapp

Seal

Commonwealth of Massachusetts, County of Norfolk  
~~State of Maine, Cumberland County, ss.~~

August 4th, 1941

Personally appeared

the above named Jennie W. Clapp

and acknowledged the foregoing instrument to be her free act and deed.

Before me, Ernest M. Alexanderson, Notary Public, Notary Public, Notarial Seal.

Received September 12 19 41, at 2 o'clock 20 m. p. M., and recorded according to the original. My commission expires May 22, 1947

Charles Quincy Clapp

CLAPP 000 1 -

A certain lot or parcel of land with the buildings thereon situated in Portland, in the County of Cumberland and State of Maine, bounded and described as follows: Beginning on the street at the line of division between the premises and land formerly of John B. Brown, on the Westerly side thereof, as established by a division deed between Andrew L. Emerson Clapp and said Brown, dated September 11, 1851, and recorded in Cumberland County Registry of Deeds, Book 231, Page 293; thence Southeasterly by the said division line to a passageway in the rear of said premises; thence by said passageway to the line of division between these premises and land formerly of Benjamin Willis, lying on the Easterly side thereof, as established by division deed between Andrew L. Emerson Clapp and said Willis dated September 11, 1851, and recorded in said Registry of Deeds, Book 231, Page 330; thence Northwesterly by the line of said Willis' land to the street; and thence by the street Westerly to the first bound; together with and subject to certain rights in the common passageway in the rear of said premises, party wall agreements and other easements. Said premises are numbered 26, 27 and 28 on Monument Square, in said Portland, and contain 3109 square feet, more or less.

110,000 0

1304  
107

# Abstract of the Will of

Seal

Charles Quincy Clapp

## STATE OF MAINE

CUMBERLAND, ss.

Probate Court.

PORTLAND, February 6,

A. D. 19 29

I, Henry A. Peabody Register of the Probate Court in and for said County, hereby certify that an authenticated copy of the last Will and Testament of Charles Quincy Clapp

late of Weymouth, Massachusetts, in said County, deceased, was proved, approved and allowed by the Judge of Probate for said County of Cumberland at a Court held at Portland, on the sixth day of February

A. D. 1929 ; and that the following is a true copy of so much of said Will as devises Real Estate in the County of Cumberland,

Third: All of the rest, residue and remainder of my estate, real, personal and mixed, wherever found and however situated, and however and whenever acquired by me, I give, bequeath and devise unto my beloved wife, Jennie W. Clapp, to have and to hold to her and her heirs and assigns forever.

In witness, my hand and the Seal of the Probate Court for said County of Cumberland, the day and year first above written.

Henry A. Peabody Register.

Received February 13, 1929, at 1 o'clock -- m. P. M., and recorded according to the original.

Trenton agreement with the said grantee and his heirs and assigns  
 that the granted premises are free from all encumbrances made or  
 suffered by me, and that I will and may have, executor, and ad-  
 ministrators shall remain and depend all the same to the said grantee  
 and his heirs and assigns forever against the lawful claim and  
 demands of all persons claiming by, through, or under me, but against  
 none other.  
 I do hereby certify that the said Abraham M. Kolshup, or under his name,  
 got my hands and seal this twenty first day of July in the year  
 one thousand nine hundred and four.  
 Signed, sealed and delivered  
 in presence of  
 Abraham M. Kolshup, Deed  
 and  
 John M. Kolshup, Deed

Chaplin  
 John 22 1905. This personally ap-  
 peared the above named Abraham M. Kolshup and acknowledged the  
 foregoing instrument to be his free act and deed, before me  
 Thomas Duggan  
 John Duggan  
 Received July 31, 1907, at 9 hr. 40 m. A.M. and recorded according  
 to the request  
 of  
 Thomas D. Black  
 Register

John & John Q. The State of New York in the County of  
 Albany and State of New York, the said and lawful owner and holder of  
 the within mortgage dated July 14th, A.D. 1899, and recorded in the  
 City of New York for the County of Albany in the State of New York,  
 673 page 182, given by Henry A. Kolshup of Albany in the County  
 of Albany and State of New York, do hereby acknowledge full payment  
 and satisfaction of said mortgage, and in consideration thereof do hereby  
 cancel and discharge said mortgage and release and quitclaim with the  
 said Henry A. Kolshup, his heirs and assigns forever, the premises in  
 and mortgage described and all rights and claims to the said real estate  
 thereunder.  
 Witness my hand and seal, this 5th day of July A.D. 1907.  
 Thomas D. Black  
 State of New York, July 5 - A.D. 1907, Conventionally ap-  
 proved by me, John Q. Register



Signed, Sealed and Delivered  
in presence of  
Jury N. L. Lombard

Charles R. Lombard Seal

State of Maine  
York ss.

July 11th 1907. Then personally appeared  
the above named Charles R. Lombard and acknowledged the above  
instrument to be his free act and deed.

Before me, Jury N. L. Lombard  
Tribunal Justice

Received, July 30, 1907, at 8 1/2, 30 m. A.M., and recorded accord-  
ing to the original  
Attest,

Frank L. Clark Register

Know all Men by these Presents, that I Abba M. Clapp, a widow, Clapp  
of Cheymouth in the County of Norfolk and Commonwealth of Massa-  
chusetts, in consideration of One dollar and other valuable considera-  
tion, paid by Charles S. Clapp, of said Cheymouth the receipt whereof  
is hereby acknowledged, do hereby remise, release, and forever  
quitclaim unto the said Charles S. Clapp, a certain lot of land with  
the buildings thereon, situated in Portland in the County of Cumber-  
land and State of Maine, and bounded and described as follows:  
Beginning on the street at the line of division between the premises and  
land of John S. Brown, on the west side thereof, as established by  
division deed between Andrew L. Emerson, Clapp and said Brown Sept. 11,  
1851, recorded in Cumberland Registry, Book 231, page 293; thence  
southeasterly by the said division line to a passage way in the rear of  
said premises; thence by said passage way to the line of division be-  
tween these premises and land of Chas. Chellis lying on the east  
side thereof as established by division line between said Andrew L.  
Clapp & said Chellis, dated Sept. 11, 1851 & recorded as above Book  
231 page 331; thence northwesterly by the line of said Chellis land to  
Congress street; thence by the street westerwardly to the first bound.  
Being the same premises conveyed to me by Abba M. Clapp by  
his deed dated Jan 9, 1905 & recorded as above in Book 761 page  
97 and subject to certain rights in the common passage way as  
mentioned in said deed.

To have and to hold the granted premises, with all the privi-  
leges and appurtenances thereto belonging to the said Charles S. Clapp  
and his heirs and assigns, to their good use and behoof forever.

And I do hereby, for myself and my heirs, executors and adminis-

Charles Quincy Clapp  
809-473-2473 - 2/21/1905  
Rita M. Clapp

Abstract  
# 20540  
1306-107  
11-04-1928  
foreign with  
trust  
RE-see copy

Termination Clapp  
Sydney Symon  
1050/320  
2/04/1941

1650/38  
9/12/1941

Annie Novick + Celia Simondo

Jackie I. Novick  
1/1/67  
Maja Simondo  
1/13/67

Samuel Simondo, Edward Simondo, Mildred Hillig

Marice Surplus Sales Corp  
4166/81  
1/01/1978

Larry H + Marie C Rose  
1124/273  
1/10/1994

John B. Cohen  
22201/297  
1/05/2005

28 Mountain View  
25131/173 - 1/27/2007  
2008 w/2007  
LLC

By: KL

**WARRANTY DEED**  
**(Maine statutory short form)**

KNOW ALL BY THESE PRESENTS, That **28 Monument Square, LLC** ("Grantor"), a Maine limited liability company with a place of business in Portland, Cumberland County, Maine, in consideration of One Dollar (\$1.00) and other valuable consideration, paid by **Charles R. Carpenter** and **Dalinda L. Carpenter** (the "Grantees") of 175 Holmes Road, Scarborough, Maine 04074 the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey, with warranty covenants unto the said Grantees, their heirs and assigns forever, the following described real estate:

**SEE ATTACHED EXHIBIT A**

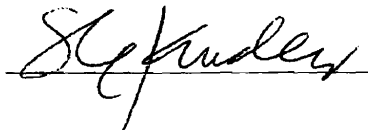
Being a portion of the premises described in the Short Form Quitclaim Deed with Covenant from John B. Cohen to 28 Monument Square, LLC, dated January 27, 2007 and recorded on May 23, 2007 in the Cumberland County Registry of Deeds in Book 25131, Page 173.

TO HAVE AND TO HOLD the aforementioned and bargained premises, with all the privileges and appurtenances thereof, to the said Grantees, their heirs and assigns, and their use and behoof forever.

IN WITNESS WHEREOF, the undersigned David C. Verrill, the duly authorized Manager of 28 Monument Square, LLC, hereby sets his hand and seal this 27th day of August 2008.

Signed, Sealed and Delivered  
In the Presence of:

**28 Monument Square, LLC**



By:   
David C. Verrill, Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

August 27, 2008

Personally appeared the above named David C. Verrill, Manager of 28 Monument Square, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act of said company.

Before me

  
Notary Public/Attorney at Law

Printed Name

My Commission Expires: \_\_\_\_\_

**EXHIBIT A****MONUMENT SQUARE CONDOMINIUM  
28 MONUMENT SQUARE, PORTLAND, MAINE**

**Unit 1** of the condominium known as Monument Square Condominium (the "**Condominium**"), located in the City of Portland, County of Cumberland and State of Maine, in accordance with the Declaration of Condominium, Monument Square Condominium (the "**Declaration**"), under the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act, which Declaration is dated August 27, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26302, Page 1, as the same may be amended, as affected by an Affidavit of Declarant recorded in said registry on or near August 28, 2008, together with an undivided percentage common element interest in the common areas and facilities of said Condominium, as set forth in Exhibit B to said Declaration and any amendments thereto. The Property is also shown on the following plats and plans:

(i) the plan recorded on August 27, 2008, in the Cumberland County Registry of Deeds in Plan Book 208, Page 373, identified as follows: "Condominium Plat, Monument Square Condominium," dated July 29, 2008;

(ii) on the plan recorded on August 27, 2008 in said Registry in Plan Book 208, Page 380, identified as follows: "Horizontal Unit Boundaries";

(iii) on the plan recorded on August 27, 2008 in said Registry in Plan Book 208, Page 379, identified as follows: "Unit 1 Roof Area";

(iv) on the plan recorded on August 27, 2008 in said Registry in Plan Book 208, Page 378, identified as follows: "Unit 1 Vertical Boundary Plan";

(v) on the plan recorded on August 27, 2008 in said Registry in Plan Book 208, Page 377, identified as follows: "Unit 2 Vertical Boundary Plan";

(vi) on the plan recorded on August 27, 2008 in said Registry in Plan Book 208, Page 376, identified as follows: "Unit 3 Vertical Boundary Plan";

(vii) on the plan recorded on August 27, 2008 in said Registry in Plan Book 208, Page 375, identified as follows: "Unit 4 Vertical Boundary Plan";

(viii) on the plan recorded on August 27, 2008 in said Registry in Plan Book 208, Page 374, identified as follows: "Unit 5 Vertical Boundary Plan."

Nov  
PM 3:30**Subject:** fire escape easement**From:** Alan Mooney <hamooney@criterion-engineers.com>**Date:** Tue, 24 Nov 2009 10:32:24 -0500**To:** Charles Carpenter <charles-carpenter@historicmapworks.com>**CC:** "Dodge, Bob" <bob-dodge@idexx.com> , David Verrill <Dave@criterion-engineers.com> , David Verrill <dverrill@maine.rr.com> , "Huckel-Bauer, Nathaniel R." <NHuckel-Bauer@DDLAW.COM>

Charles,

To follow up on your phone call, attached are copies of deeds and other documents we have found that relate to Lancaster Lane ownership. Further, below is our attorney's comments on that information.

*"Alan, we do have these items in the title work we did for the bank closings. I reviewed it again and one slightly helpful item appeared. In the 1913 agreement the parties to it quitclaimed to each other the ownership of the lane (fourth item, pages 189-190). Thus the current owners of the abutting properties own the lane as tenants in common, subject to the terms of the agreement. Although in some cases the common ownership would allow 28 MS to build over the lane, in this instance the 1913 agreement sets out when an abutter may build over the lane: only if abutter owns land on both sides. The upshot is we know who would need to grant the easement to build over the lane but 28 MS still does not have that right.*

*Getting the easement rights signed off by all parties would be a good bit of work (tracking down correct parties and getting signatures)."*

If this were up to me, given that the requested easement is smaller than the foot print of the fire escape that existed on the building before and is two stories above the ground, I would meet with the City officials involved show them what we know about the common ownership of Lancaster Lane and request some cooperation to move forward. There has to be other situations like this in the City and documentation based on deeds nearly 100 years old can't all be perfect.

In my opinion, this process is best handled by an owner, not a contractor.

...Alan

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual (s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately delete it from your system and notify the sender.

**Lancaster Lane 3-14-1911.pdf** **Content-Description:** Lancaster Lane 3-14-1911.pdf  
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**Lancaster Lane2.pdf** **Content-Description:** Lancaster Lane2.pdf

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Dept. of Building Inspections  
City of Portland Maine

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**Lancaster Lane3.pdf**

**Content-Description:** Lancaster Lane3.pdf

**Content-Type:** application/acrobat

**Content-Encoding:** base64

wherein contained and to redemption according to law.

IN WITNESS WHEREOF, I the said Bertha W. Knight have hereunto set my hand and seal this fourth day of March A. D. 1911.

Signed, sealed and delivered in presence of

William Lyons  
Bertha W. Knight Seal  
State of Maine. Cumberland, ss. March 4th, 1911. Then personally appeared

above named Bertha W. Knight and acknowledged the foregoing instrument to be her free act and deed, before me,

William Lyons  
Justice of the Peace.

Received April 30, 1913, at 3h P. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that I, Sarah T. Norton,

of Augusta in the County of Kennebec and State of Maine, owner of a certain mortgage given by Mary E. Peacock of Farmingdale in said County to said Sarah T. Norton dated the twenty-third of October A. D. 1894 and recorded in Cumberland County Registry of Deeds, Book 616, Page 198, in consideration of eight hundred fifty and fifteen one-hundredths dollars, paid by Martha H. Peacock of Freeport in the County of Cumberland in said State the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and convey unto the said Martha H. Peacock the said mortgage deed, the note, debt, and claim thereby secured, and all my right, title and interest, by virtue of said mortgage, in and to the real estate therein described.

Norton  
✓ to  
Peacock  
Assignment

TO HAVE AND TO HOLD the same to the said Martha H. Peacock, and his heirs and assigns to their own use and behoof forever, subject, nevertheless, to the conditions therein contained and to redemption according to law.

IN WITNESS WHEREOF, I the said Sarah T. Norton have hereunto set my hand and seal this seventeenth day of May A. D. 1906.

Signed, sealed and delivered in presence of

Lendall Titcomb  
Sarah T. Norton Seal  
State of Maine. Kennebec, ss. Augusta, May 18th, 1906. Then personally ap-

peared the above named Sarah T. Norton and acknowledged the foregoing instrument to be her free act and deed, before me,

Lendall Titcomb  
Justice of the Peace.

Received April 30, 1913, at 3h P. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that whereas on the second day of October A. D. 1813, a deed of partition was made between Zachariah Marston as Guardian to Francis Hart and Sally Hart, minors, on the one part, and David Ross of the other part as appears by their deed duly registered in the Registry of Deeds for the County of Cumberland, Book 67, Page 423, of certain real estate in said deed described-

J.B. Brown  
A Sons &  
Agreement

And whereas in the same partition deed a certain portion of the land in the



rear of the four stores of which partition was made as aforesaid, was reserved as a passageway to be used in common for the use and accomodation of the occupants of said stores -

And whereas by an agreement dated October 24, 1851, and recorded in the Registry of Deeds for the County of Cumberland, Book 231, Page 399, all the then owners of the property so partitioned, namely; Eben D. Choate, Sarah Choate, Alpheus Shaw and Ezekiel Whitman, all of said Portland, made a further and more specific description and delimitation of the passageway aforesaid and afterward building was had in accordance with said agreement -

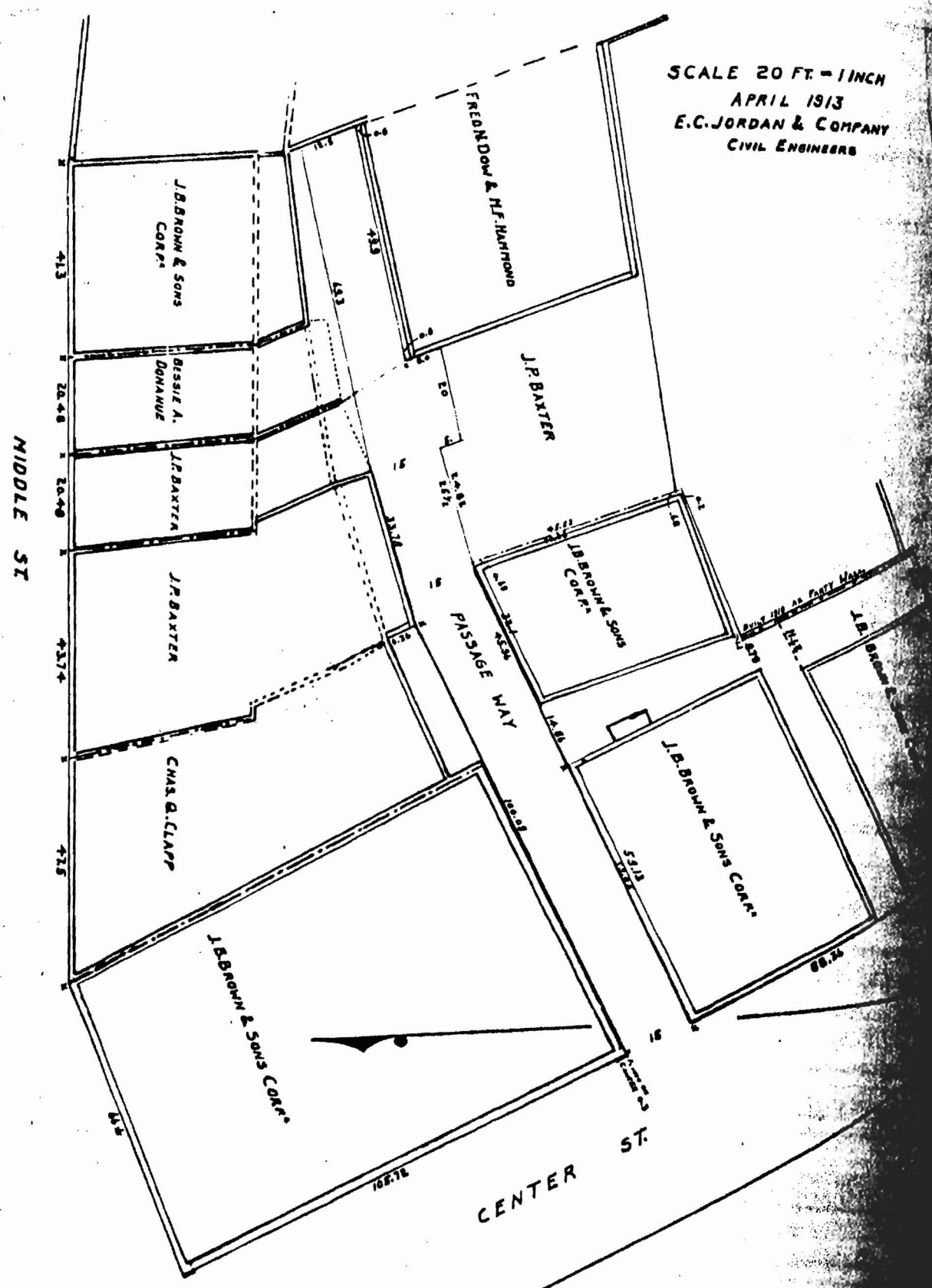
And whereas by an agreement dated September 11, 1851, and recorded in the Registry of Deeds for the County of Cumberland Book 231, Page 331, certain other persons, viz: John B. Brown, Andrew L. E. Clapp, Alpheus Shaw and Ezekiel Whitman all of said Portland; and Benjamin Willis of Boston, owners of land extending from Center Street to the land partitioned as aforesaid, created a passageway fifteen feet in the clear and connecting the above mentioned passageway with Center Street -

And whereas by various additions and changes in the several buildings or structures contiguous thereto, the limits and boundaries of these several passageways have become confused and uncertain and it seems desirable and advantageous to re-define and delimit these passageways -

NOW THEREFORE J. B. Brown & Sons, a corporation duly organized and existing under the laws of the State of Maine, by its President and its Treasurer thereunto duly authorized by the By-Laws of said corporation, James P. Baxter, Bessie A. Donahue, Fred F. Dow and Malcolm F. Hammond, all of said Portland, and Charles Q. Clapp of North Weymouth in the County of Norfolk and the State of Massachusetts, do herewith declare that they are all and every the parties owning or being seized of property adjacent to and abutting upon these passageways leading from Center Street in said Portland, now practically one passageway and commonly known as "Lancaster Lane" and that for and in consideration of the mutual agreements and covenants hereinafter set forth they each, jointly and severally, for themselves, their heirs, successors and assigns do make the following agreements and covenants with the others, jointly and severally, to themselves, their heirs, successors and assigns;

First: That the bounding lines of the passageway shall be in accordance with and determined by the following description, to wit: Beginning on the easterly side of Center Street at the granite plinth of the block of stores belonging to J. B. Brown & Sons and now occupied by Loring, Short & Harmon, said point being 105.72 (one hundred five and seventy-two one hundredths) feet southerly of Congress Street at Monument Square; thence easterly from said plinth 100.39 (one hundred and thirty-nine one-hundredths) feet on a straight line to the present brick corner of a block of stores fronting on Monument Square that James P. Baxter bought of Chas. H. Adams, and being a block of stores on land formerly owned by Benjamin Willis; thence easterly on a course angling slightly to the south or right and by the southerly face of the brick wall of said Baxter's building 33.78 (thirty three

SCALE 20 FT. = 1 INCH  
APRIL 1913  
E.C. JORDAN & COMPANY  
CIVIL ENGINEERS



and seventy-eight one hundredths) feet to the present easterly corner on land above referred to; thence continuing easterly on a slight angle to the south or right determined by a line parallel with and 13.1 (thirteen and one-tenth) feet northerly of the brick line of the rear building on the southerly side of the passageway being described, occupied by the Express-Advertiser Publishing Co. and owned by Fred N. Dow and Malcolm P. Hammond, 69.3 (sixty nine and three-tenths) feet to the westerly face of a brick building on other land of said Dow and Hammond (not included in this agreement) - said line passes in the rear and southerly of buildings owned by James P. Baxter, Bessie A. Donahue and J. B. Brown & Sons -; thence south-easterly by the westerly face of the brick wall on said last-described land about 12 1/2 (twelve and one-half) feet to a point 8/10 (eight tenths) feet northerly of the brick wall of said rear building occupied by the Express-Advertiser Publishing Co. and above referred to as owned by said Dow and Hammond; thence westerly on a line parallel with and 8/10 (eight tenths) feet northerly of the brick wall of said last mentioned building 49.9 (forty-nine and nine-tenths ) feet to a point opposite its northwesterly corner; thence southeasterly by the westerly face of the brick wall of said building 8.0 (eight) feet; thence southwesterly parallel with the line of northerly wall of said building 20.0 (twenty) feet; thence northerly parallel with the westerly wall of said building 5.0 (five) feet to a point 15 (fifteen) feet southerly of the line of the brick wall on the northerly side of the passageway being described and owned by said James P. Baxter and referred to and being on land formerly owned by Benjamin Willis; thence westerly parallel with and 15 (fifteen) feet southerly of said last mentioned brick wall about 25 1/2 (twenty-five and one-half) feet to a point one tenth of a foot northerly of the corner of a brick building on land of J. B. Brown & Sons; thence continuing westerly by said corporation's land 45.96 (forty-five and ninety-six one hundredths) feet to the northeasterly corner of a brick block fronting on Center Street and on said corporation's land; thence by the northerly wall of said block 59.05 (fifty-nine and five one hundred) feet to the northwesterly corner of said building at Center Street; thence northerly by Center Street 15 (fifteen) feet to the point of beginning.

Second: That the location of the passageway on the plan herewith attached and made a part hereof shall be accepted and considered as additionally confirming the location of the bounding lines above described.

Third: That nothing in this agreement shall debar the owners of any part of the fee of said described passageway from occupation beneath it upon constructing and maintaining a thoroughly useable surface area over the limits owned by them in fee, and nothing in this agreement shall debar the abutting owners upon said passageway who not only own the fee of said passageway but land upon both sides of the same from building over said passageway; provided they leave a clearance of 12 (twelve) feet or more above the top surface of said passageway.

Fourth: That each party over whose land the aforesaid passageway traverses or passes doth hereby give, grant, bargain, sell and convey to each and every the

others all that part of his land contained within the metes and bounds of said passageway hereinbefore described to forever remain in common for the use and convenience of the several parties to pass over and upon with Teams and otherways as they may have occasion, so however as that the same shall not be incumbered at any time by any party by depositing any article to remain thereon or any obstruction other than shall necessarily result from the use of the same as a convenient passageway and each of the parties covenant with the other that they shall not in any wise obstruct or incumber the same otherwise than as before provided.

Fifth: That each and every the other parties hereby remise, release, bargain, sell, convey and forever quit-claim all its right, title and interest in and to any and all of the land of any of the several parties which was formerly contained in such passageways or passageway but is not so contained or included in the passageway herein agreed upon, and any benefit and use therein, and each and every the other parties hereby agree that the several parties may use, occupy and enjoy said property not so contained or included free from incumbrances or easements of any sort or kind whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this eleventh day of April in the year of our Lord, one thousand nine hundred thirteen.

Signed, sealed and delivered in presence of

Charles L. Marston  
to N. C. B. and P.G.B.

J. B. Brown & Sons Corporate Seal  
By Nathan C. Brown, Acting President Seal  
Philip G. Brown, Treasurer

W. M. Howarth to J. P. B.

James P. Baxter Seal

George E. Fogg to  
F.W.D. and M.F.H. and B.A.D.

Fred N. Dow Seal

Malcolm F. Hammond Seal

Bessie A. Donahue Seal

Chas. Quincy Clapp Seal

State of Maine. County of Cumberland, ss. April 11, 1913. A. D. Then personally appeared the above named Nathan C. Brown, Acting President, and Philip G. Brown Treasurer, of the J. B. Brown & Sons, and severally acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me, Charles L. Marston

Justice of the Peace.

State of Maine. Cumberland, ss. April 11, 1913. Then personally appeared the above named James P. Baxter, Fred N. Dow, Malcolm F. Hammond and Bessie A. Donahue and severally acknowledged the foregoing instrument to be their free act and deed.

Before me, George E. Fogg

Justice of the Peace.

State of Massachusetts. Norfolk, ss. April 28, 1913. Then personally appeared the above named Charles Q. Clapp and acknowledged the foregoing instrument to be his free act and deed.

Before me, Clarence Burgin

Notary Public, Notarial Seal

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Received April 30, 1913, at 2h 40m P. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that I, Frank A. Hewins  
the mortgagee named in a certain mortgage given by Lincoln Spottswood to me dated  
May 5th, A. D. 1909, and recorded with the Cumberland County, Maine, Registry of  
Deeds, book ---, Page ---, do hereby acknowledge that I have received full payment  
and satisfaction of the debt thereby secured and of the conditions therein contain-  
ed, and in consideration thereof I do hereby cancel and discharge said mortgage.

IN WITNESS WHEREOF I hereunto set my hand and seal this twenty-ninth day of  
April A. D. 1913.

Signed and sealed in the presence of

Charles D. Keyes

Frank A. Hewins

Seal

Josephine L. Bachmann

Commonwealth of Massachusetts. Suffolk, ss. Boston, April 29th, 1913. Then  
personally appeared the above named Frank A. Hewins and acknowledged the foregoing  
instrument to be his free act and deed, before me,

Charles D. Keyes

Notary Public, Notarial Seal

Received May, 1, 1913, at 9h A. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that I, Alonzo Knight,  
of Falmouth, in the County of Cumberland and State of Maine, in consideration of  
one dollar and other valuable considerations, paid by Laura H. Cleaves of Portland  
in said County and State, the receipt whereof I do hereby acknowledge, do hereby  
give, grant, bargain, sell and convey unto the said Laura H. Cleaves, her heirs  
and assigns forever, a certain lot of land with the buildings thereon situated in  
said Falmouth and bounded and described as follows: Beginning at the County Road  
at the southeast corner of land now or formerly owned by William Knight; thence  
running northeasterly along the line of said William Knight's land to the northeast  
corner of said William Knight's land; thence northwesterly along the line of said  
William Knight's land to the northwest corner of said William Knight's land, said  
point being in the dividing line between the property hereby conveyed and land  
now or formerly owned by Jacob Knight; thence northeasterly by said dividing line  
to a point which is fifty (50) rods distant on said dividing line from said County  
road; thence north forty-one (41) degrees east fifteen (15) rods; thence south  
forty-seven (47) degrees east twenty six and three-fourths (26 3/4) rods; thence  
north forty-eight degrees east fifteen rods; thence south forty-seven (47) degrees  
east thirty-four (34) rods to high water mark; thence south seventy-three (73)  
degrees west nine (9) rods; thence south twenty-seven (27) degrees east twelve (12)  
rods; thence south thirty-nine (39) degrees west eight (8) rods; thence south  
sixty-nine (69) degrees west thirty-four (34) rods; thence north sixty-seven (67)  
degrees west fourteen (14) rods; thence south sixty-seven (67) degrees west  
seventeen rods (17); thence north sixty-seven (67) degrees west twenty-seven (27)

Hewins  
✓ to  
Spottswood  
Discharge

Knight  
✓ to  
Cleaves  
Warranty



Articles of Agreement made and entered  
upon this third day of September in the year eighth  
hundred and sixty one by and between Benjamin Mingo  
Peterson in the Commonwealth of Massachusetts on the one  
part and William S. Clark of Portland in the County  
of Cumberland and State of Maine, on the other party  
Witnesseth.

That said parties being aware in common of  
certain lots of land on the Dutchess County side of Middle Street in  
said Portland near the corner of Kent Street on which  
said parties have erected new stands, and being desirous of making  
partition of said common property, do hereby agree and oblige  
themselves upon the following line of division between them, viz: beginning  
at the corner of the division wall on Middle Street of the line  
which the parties have heretofore lawfully, lawfully, and justly  
erected for their respective shares, from which  
party thus far in inches or fractional parts, from which  
said party's land, there running due North, leaving the center  
of said division wall to the last side of said line to a point  
in the said wall thirty one feet six inches or fractional parts  
by the wall, from said party's land, there running due  
North, about forty one feet to a stake in the Dutchess County  
line of a passage way, from said party's land, there  
of a passage way, from said party's land, there  
by the parties, and then said party's land, there  
run from said party's land, on the line of said passage  
way, there meeting by said passage way, from  
a station there, due North, at right angle with the line  
of said passage way, thirty one feet six inches or fractional  
parts, in the line of said passage way, which line shall  
belong to the share of said party, which line shall  
be equal to the line between the land of said  
parties: And the said parties in consideration of the  
parties, do hereby agree, release, and secure quiet  
claim unto the said party, all his right, title, and interest  
in and to all the said lands, tenements, and common  
rights, in the way side of the line, own, and established as  
aforesaid: And the said party, for the like consideration  
do hereby release, release, and secure quiet claim unto the  
said party, all his right, title, and interest in and to  
all said common lands which lie on the right side  
of said division wall, to be as aforesaid established.

W. S. Peterson  
By him etc.

To have and to hold the portions so assigned and aforesaid to the respective parties their heirs and assigns forever, as and for their respective portions of said common property -

In Witness Whereof, the parties aforesaid have hereunto and to another instrument of like tenor and date set their hands and seals the day and year aforesaid

In presence of  
Wm. Willis

A. L. Emerson Clapp Esq  
Benj. Willis Esq

Cumberland, D. September 15. 1851. Then personally appeared the above named A. L. E. Clapp; and October 1. 1851. appeared the above named Benj. Willis & acknowledged the foregoing instrument to be their free act.

Before me Wm. Willis J. P.  
Received Oct. 1. 1851 at 12.30 P.M. & recorded from the original By William Ross. Regr

Know all Men by these presents that we John B. Brown, Andrew L. E. Clapp, Alpheus Shaw & Ezekiel Whitman of Portland in the County of Cumberland, and Benjamin Willis of Boston in Massachusetts owners of land extending from Centre Street to and in the rear of the brick store called Baymarket, now in said Portland being desirous of opening a passage way to the backside of said store from Centre Street, do hereby enter into the following covenants & agreements, relative to the same

Witth; The said John B. Brown being the owner of the lot adjoining Centre Street, doth hereby for a valuable consideration to him paid by the other parties give, grant, bargain, sell and convey to said A. L. E. Clapp, Shaw & Whitman, their heirs and assigns a perpetual right of passage from Centre Street to said Clapp's land over a strip of land on the southerly end of his lot, fifteen feet wide in the clear, beginning about one hundred four feet from Congress Street, for the passage of themselves, their heirs and assigns, with their teams, carts and carriage loads or vehicles in common forever -

And the said Willis & Clapp for and

Agre.  
J. B. Brown  
with  
A. L. E. Clapp





therein contained and to redemption according to law.

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IN WITNESS WHEREOF, I the said Bertha W. Knight have hereunto set my hand and  
this fourth day of March A. D. 1911.

, sealed and delivered in presence of  
William Lyons  
Bertha W. Knight Seal  
of Maine. Cumberland, ss. March 4th, 1911. Then personally appeared

above named Bertha W. Knight and acknowledged the foregoing instrument to be her  
act and deed, before me,

William Lyons  
Justice of the Peace.

Received April 30, 1913, at 3h P. M. and recorded according to the original

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KNOW ALL MEN BY THESE PRESENTS, that I, Sarah T. Norton,

Augusta in the County of Kennebec and State of Maine, owner of a certain mort-  
gage given by Mary E. Peacock of Farmingdale in said County to said Sarah T. Norton  
dated the twenty-third of October A. D. 1894 and recorded in Cumberland County  
Registry of Deeds, Book 616, Page 198, in consideration of eight hundred fifty and  
fifteen one-hundredths dollars, paid by Martha H. Peacock of Freeport in the County  
of Cumberland in said State the receipt whereof is hereby acknowledged, do hereby  
sell, assign, transfer and convey unto the said Martha H. Peacock the said mortgage  
deed, the note, debt, and claim thereby secured, and all my right, title and inter-  
est, by virtue of said mortgage, in and to the real estate therein described.

Norton  
to  
Peacock  
Assignment

TO HAVE AND TO HOLD the same to the said Martha H. Peacock, and his heirs and  
assigns to their own use and behoof forever, subject, nevertheless, to the condi-  
tions therein contained and to redemption according to law.

IN WITNESS WHEREOF, I the said Sarah T. Norton have hereunto set my hand and  
seal this seventeenth day of May A. D. 1906.

Signed, sealed and delivered in presence of  
Lendall Titcomb Sarah T. Norton Seal  
State of Maine. Kennebec, ss. Augusta, May 18th, 1906. Then personally ap-

peared the above named Sarah T. Norton and acknowledged the foregoing instrument  
to be her free act and deed, before me,

Lendall Titcomb  
Justice of the Peace.

Received April 30, 1913, at 3h P. M. and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, that whereas on the second  
day of October A. D. 1813, a deed of partition was made between Zachariah Marston  
as Guardian to Francis Hart and Sally Hart, minors, on the one part, and David  
Ross of the other part as appears by their deed duly registered in the Registry of  
Deeds for the County of Cumberland, Book 67, Page 423, of certain real estate in  
said deed described-

J. B. Brown  
& Sons &  
Agreement

And whereas in the same partition deed a certain portion of the land in the

rear of the four stores of which partition was made as aforesaid, was reserved as a passageway to be used in common for the use and accommodation of the occupants of said stores -

And whereas by an agreement dated October 24, 1851, and recorded in the Registry of Deeds for the County of Cumberland, Book 231, Page 599, all the then owners of the property so partitioned, namely: Eben D. Choate, Sarah Choate, Alpheus Shaw and Ezekiel Whitman, all of said Portland, made a further and more specific description and delimitation of the passageway aforesaid and afterward building was had in accordance with said agreement -

And whereas by an agreement dated September 11, 1851, and recorded in the Registry of Deeds for the County of Cumberland Book 231, Page 331, certain other persons, viz: John B. Brown, Andrew L. E. Clapp, Alpheus Shaw and Ezekiel Whitman all of said Portland; and Benjamin Willis of Boston, owners of land extending from Center Street to the land partitioned as aforesaid, created a passageway fifteen feet in the clear and connecting the above mentioned passageway with Center Street -

And whereas by various additions and changes in the several buildings or structures contiguous thereto, the limits and boundaries of these several passageways have become confused and uncertain and it seems desirable and advantageous to re-define and delimit these passageways -

NOW THEREFORE J. B. Brown & Sons, a corporation duly organized and existing under the laws of the State of Maine, by its President and its Treasurer thereunto duly authorized by the By-Laws of said corporation, James P. Baxter, Bessie A. Donahue, Fred F. Dow and Malcolm P. Hammond, all of said Portland, and Charles Q. Clapp of North Weymouth in the County of Norfolk and the State of Massachusetts, do herewith declare that they are all and every the parties owning or being seized of property adjacent to and abutting upon these passageways leading from Center Street in said Portland, now practically one passageway and commonly known as "Lancaster Lane" and that for and in consideration of the mutual agreements and covenants hereinafter set forth they each, jointly and severally, for themselves, their heirs, successors and assigns do make the following agreements and covenants with the others, jointly and severally, to themselves, their heirs, successors and assigns;

First: That the bounding lines of the passageway shall be in accordance with and determined by the following description, to wit: Beginning on the easterly side of Center Street at the granite plinth of the block of stores belonging to J. B. Brown & Sons and now occupied by Loring, Short & Harmon, said point being 105.72 (one hundred five and seventy-two one hundredths) feet southerly of Congress Street at Monument Square; thence easterly from said plinth 100.39 (one hundred and thirty-nine one-hundredths) feet on a straight line to the present brick corner of a block of stores fronting on Monument Square that James P. Baxter bought of Chas. H. Adams, and being a block of stores on land formerly owned by Benjamin Willis; thence easterly on a course angling slightly to the south or right and by the southerly face of the brick wall of said Baxter's building 53.78 (thirty three



and seventy-eight one hundredths) feet to the present easterly corner on land above referred to; thence continuing easterly on a slight angle to the south or right determined by a line parallel with and 13.1 (thirteen and one-tenth) feet northerly of the brick line of the rear building on the southerly side of the passageway being described, occupied by the Express-Advertiser Publishing Co. and owned by Fred H. Dow and Malcolm F. Hammond, 69.3 (sixty nine and three-tenths) feet to the westerly face of a brick building on other land of said Dow and Hammond (not included in this agreement) - said line passes in the rear and southerly of buildings owned by James P. Baxter, Bessie A. Donahue and J. B. Brown & Sons -; thence south-easterly by the westerly face of the brick wall on said last-described land about 12 1/2 (twelve and one-half) feet to a point 8/10 (eight tenths) feet northerly of the brick wall of said rear building occupied by the Express-Advertiser Publishing Co. and above referred to as owned by said Dow and Hammond; thence westerly on a line parallel with and 8/10 (eight tenths) feet northerly of the brick wall of said last mentioned building 49.9 (forty-nine and nine-tenths ) feet to a point opposite its northwesterly corner; thence southeasterly by the westerly face of the brick wall of said building 8.0 (eight) feet; thence southwesterly parallel with the line of northerly wall of said building 20.0 (twenty) feet; thence northerly parallel with the westerly wall of said building 5.0 (five) feet to a point 15 (fifteen) feet southerly of the line of the brick wall on the northerly side of the passageway being described and owned by said James P. Baxter and referred to and being on land formerly owned by Benjamin Willis; thence westerly parallel with and 15 (fifteen) feet southerly of said last mentioned brick wall about 25 1/2 (twenty-five and one-half) feet to a point one tenth of a foot northerly of the corner of a brick building on land of J. B. Brown & Sons; thence continuing westerly by said corporation's land 45.96 (forty-five and ninety-six one hundredths) feet to the northeasterly corner of a brick block fronting on Center Street and on said corporation's land; thence by the northerly wall of said block 69.05 (fifty-nine and five one hundred) feet to the northwesterly corner of said building at Center Street; thence northerly by Center Street 15 (fifteen) feet to the point of beginning.

Second: That the location of the passageway on the plan herewith attached and made a part hereof shall be accepted and considered as additionally confirming the location of the bounding lines above described.

Third: That nothing in this agreement shall debar the owners of any part of the fee of said described passageway from occupation beneath it upon constructing and maintaining a thoroughly usable surface area over the limits owned by them in fee, and nothing in this agreement shall debar the abutting owners upon said passageway who not only own the fee of said passageway but land upon both sides of the same from building over said passageway; provided they leave a clearance of 12 (twelve) feet or more above the top surface of said passageway.

Fourth: That each party over whose land the aforesaid passageway traverses or passes doth hereby give, grant, bargain, sell and convey to each and every the



Articles of agreement made and concluded upon  
this second day of September A.D. 1881. by and between John B. Brown J. E. Clapp  
of Portland in the County of Cumberland on the one part and  
Andrew L. E. Clapp of said Portland on the other part

Witnesseth

That said Brown being about to erect a building on a  
lot of land on the corner of Centre and Congress Streets in said  
Portland, adjoining land of said Clapp; it is hereby agreed that  
the brick wall at the western end of said Clapp's store in Hay-  
Market now and its new stands, shall be the division wall  
between the estates of said parties so far as it goes back.

And the said Clapp for a valuable consideration to him  
paid by said Brown, doth hereby grant, assign, sell & convey  
unto the said Brown, his heirs and assigns forever, all the  
strip of land lying westerly of the following described line, viz:  
beginning at a point in said end wall six inches from the  
westerly corner on Congress Street; thence running southeasterly  
through said wall, preserving the distance of six inches  
from the westerly face of it, to the southwesterly corner of said wall  
and thence continuing the same course to the passage way of fifteen  
feet wide; this day agreed to be opened from Centre Street with  
right to use said division wall, and to build upon it in any  
manner he may deem best without however weakening or impairing  
the same, or impairing the full and free use of the same by the  
said Clapp, his heirs & assigns.

Also another lot lying southeasterly of the  
passage way aforesaid from Centre Street and bounded as follows  
viz: beginning at the southeasterly corner of the passage way over  
the said Brown's land; thence running northeasterly on a line to  
strike the westerly corner of Benjamin Mellis' wooden store house  
forty feet to a stake; thence at right angles with the last line  
southeasterly to the Frank lot; thence southwesterly by the Frank  
lot, to the Daley lot now occupied by Crowell Hatch; thence north-  
westerly by said Daley lot to the first bounded.

To have and to hold the foregoing described  
premises with all the privileges and appurtenances thereof to him  
the said Brown his heirs and assigns forever. And the said  
Brown on his part doth hereby covenant & agree in consideration  
of the premises, to and with the said Clapp, that he will build

J. B. Brown

a

Page

230

a good and substantial brick wall on the easterly side line of  
his lot, in continuation of the western end wall of said Clapp's  
store to the passage way aforesaid, one half of which wall shall  
belong to said Clapp, who may at any time hereafter, join  
on to and use the same for himself or by his heirs or assigns  
free from any expenses in erecting or preparing the same.

In Witness Whereof, the parties aforesaid  
have hereunto set their hands and seals the day and year  
first above written.

For the use of  
Wm Willis

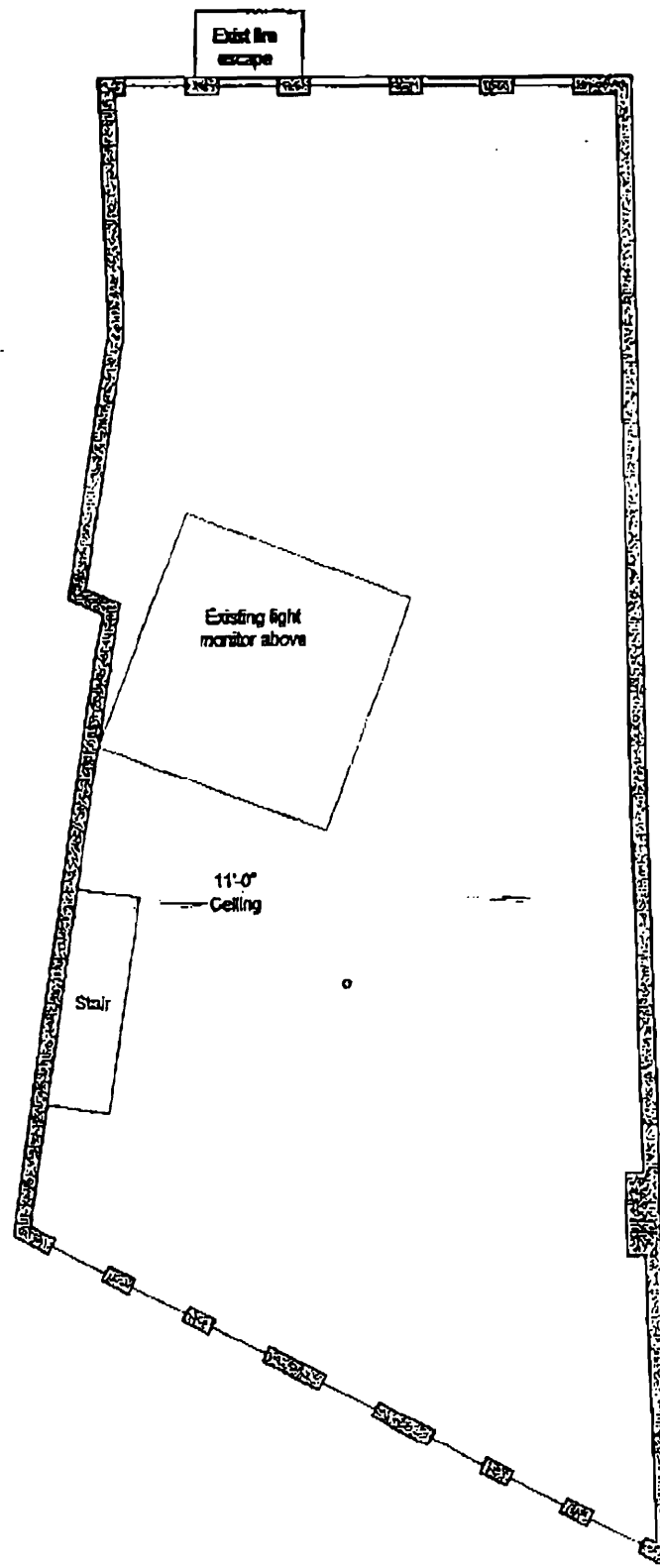
J. B. Brown Esq  
A. L. Emerson Clapp Esq

Cumberland, D. September 10<sup>th</sup> 1831. Then Personally  
appeared the above named Brown & Clapp & acknowledged  
the above instrument to be their free act.

Before me Wm Willis J. P.

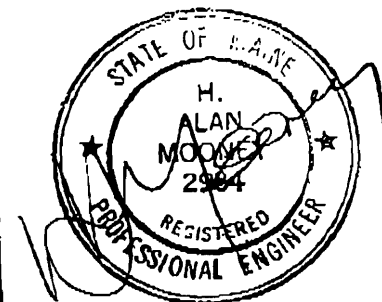
Received Sept. 15. 1831. at 11.55 A.M. Recorded from the  
original By William Ross Regr

Know all Men by these presents, That  
I, James H. Everett of Gorham in the County of Cumberland  
and State of Maine, as Guardian of Benjamin F.  
Frost, minor child and heir of Joseph H. Frost late of  
Gorham in said County, deceased, having obtained License  
from the Honorable Judicial P. J. Judge of Probate, for said  
County of Cumberland, said License being dated September  
16<sup>th</sup> 1831. to sell and convey the real estate of the said Benjamin F.  
Frost which is hereinafter described, and having, agreeably to the  
directions of said Court, given due notice of said sale, did, on the  
thirtieth day of September, pursuant to the license and notice  
aforesaid, sell at private sale to Ezra Richardson of said  
Gorham the premises aforesaid, being the estate hereafter described,  
for the sum of two hundred and fifty dollars, said real estate being  
thus described in the Guardians Inventory recorded in the  
Probate Records for said County Vol. 33<sup>rd</sup> page 63<sup>rd</sup> reference being  
had thereto; viz: one undivided half of thirty acres of land  
situated in said Gorham, being the homestead of Sally Blake  
late of said Gorham deceased and is part of the thirty acre lot  
Nos. 89 and 119. as described in the inventory (meaning the inventory  
of the property of said Sally Blake, recorded in the said Probate



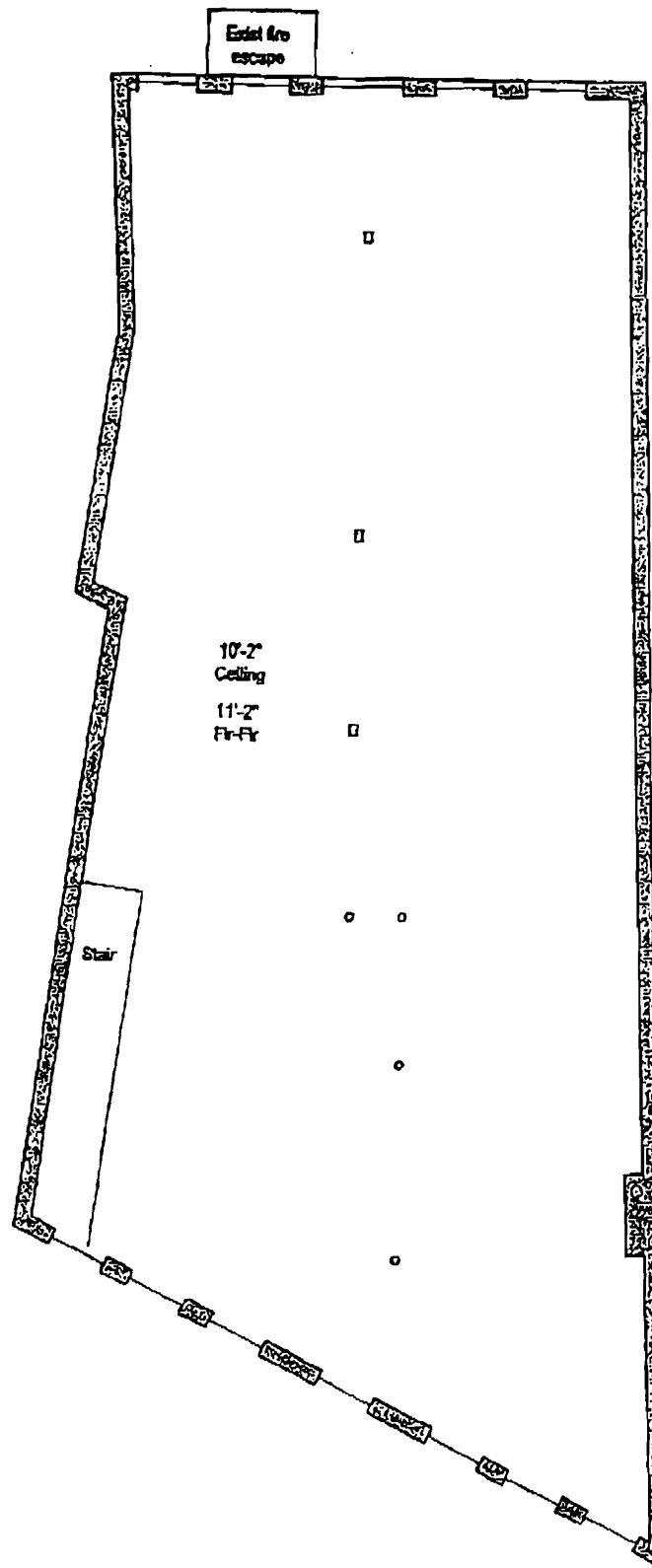
Interior Demo Plan  
July, 2006

Demo limited to all interior  
finishes, wiring, plumbing,  
and HVAC



28 Monument Square  
Portland, Maine

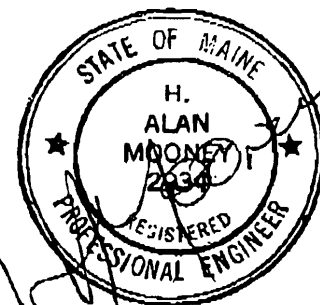
Existing Fourth Floor Plan  
3/32" = 1'-0"



Interior Demo Plan  
July, 2006

Demo limited to all interior  
finishes, wiring, plumbing,  
and HVAC

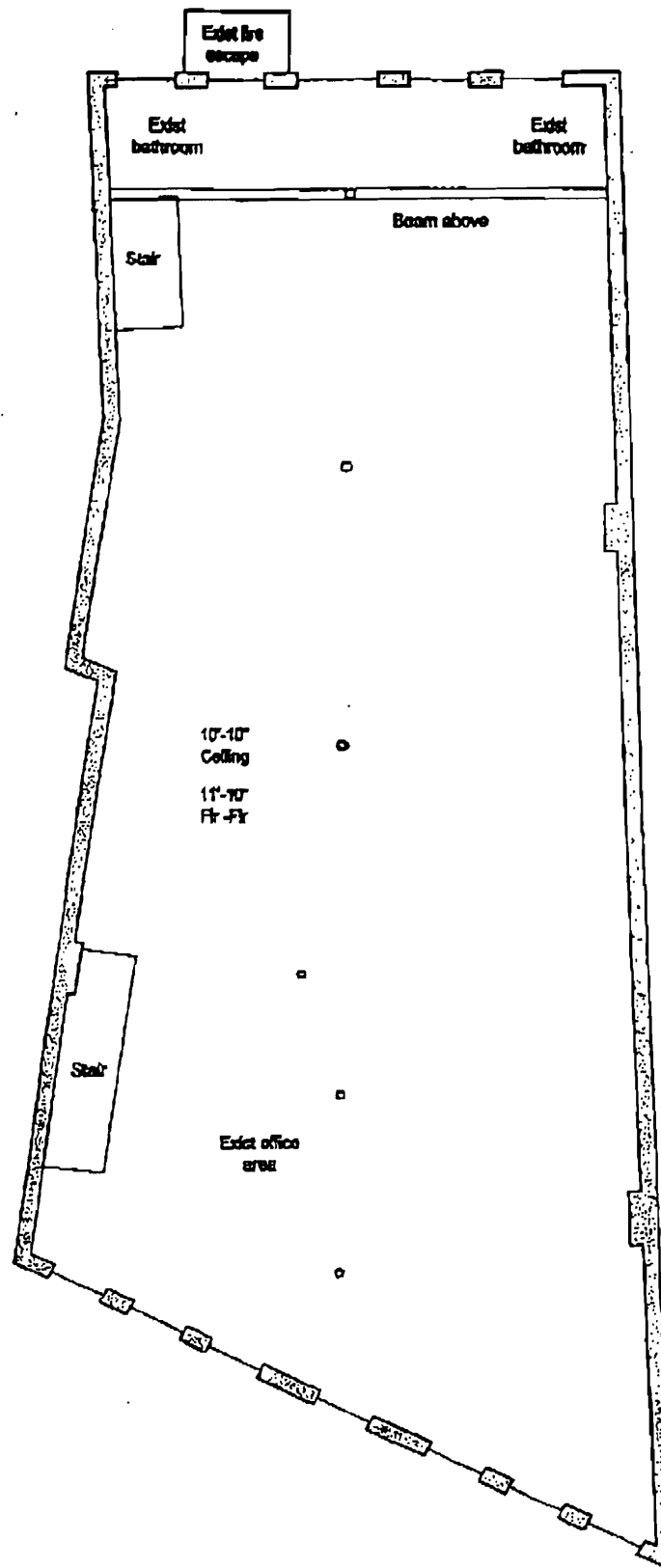
10'-2"  
Ceiling  
11'-2"  
Fr-Fr



28 Monument Square  
Portland, Maine

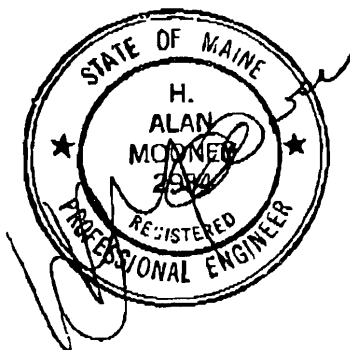
Existing Third Floor Plan  
3/32" = 1'-0"





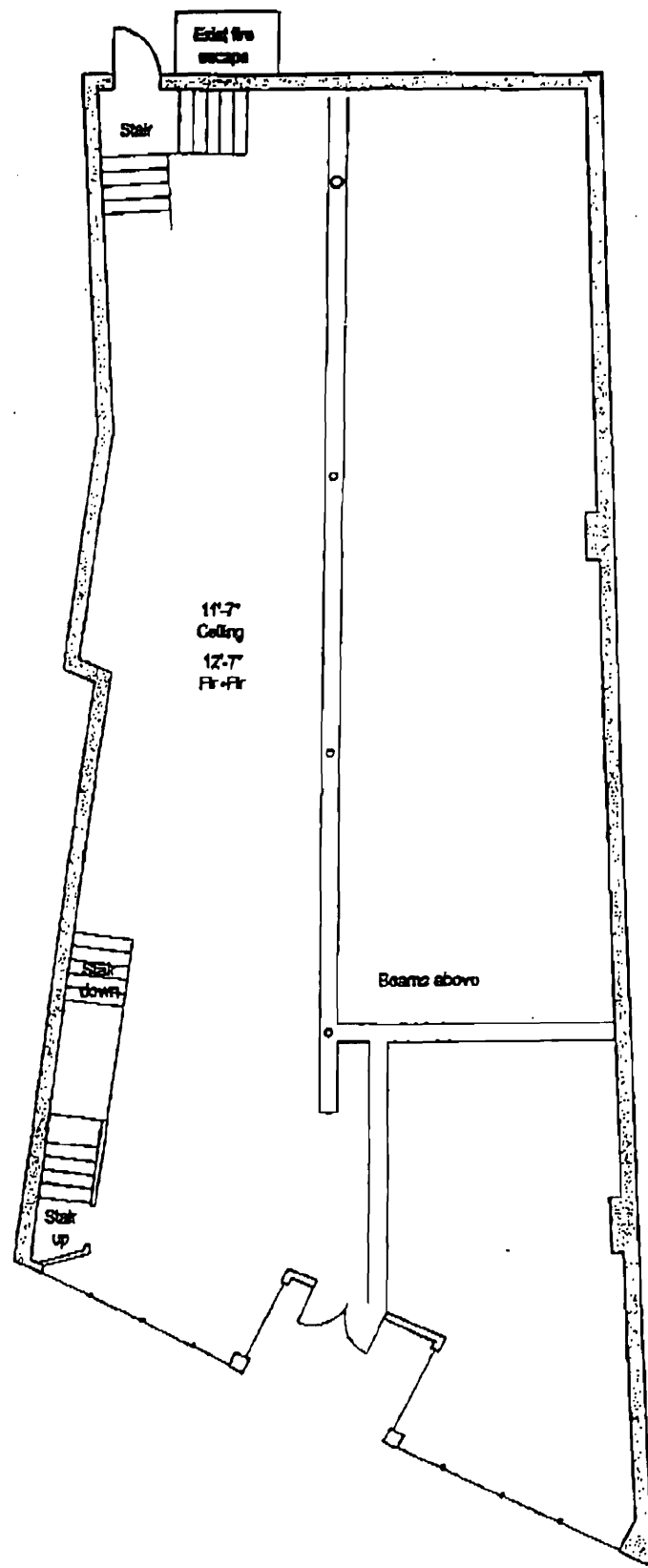
Interior Demo Plan  
July, 2006

Demo limited to all interior  
finishes, wiring, plumbing,  
and HVAC



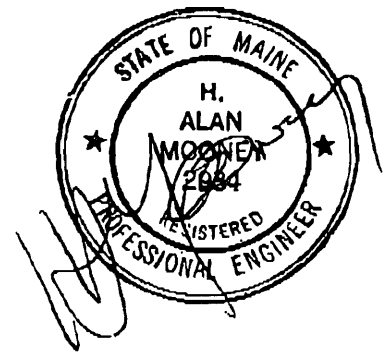
28 Monument Square  
Portland, Maine

Existing Second Floor Plan  
3/32" = 1'-0"



Interior Demo Plan  
July, 2006

Demo limited to all interior  
finishes, wiring, plumbing,  
and HVAC

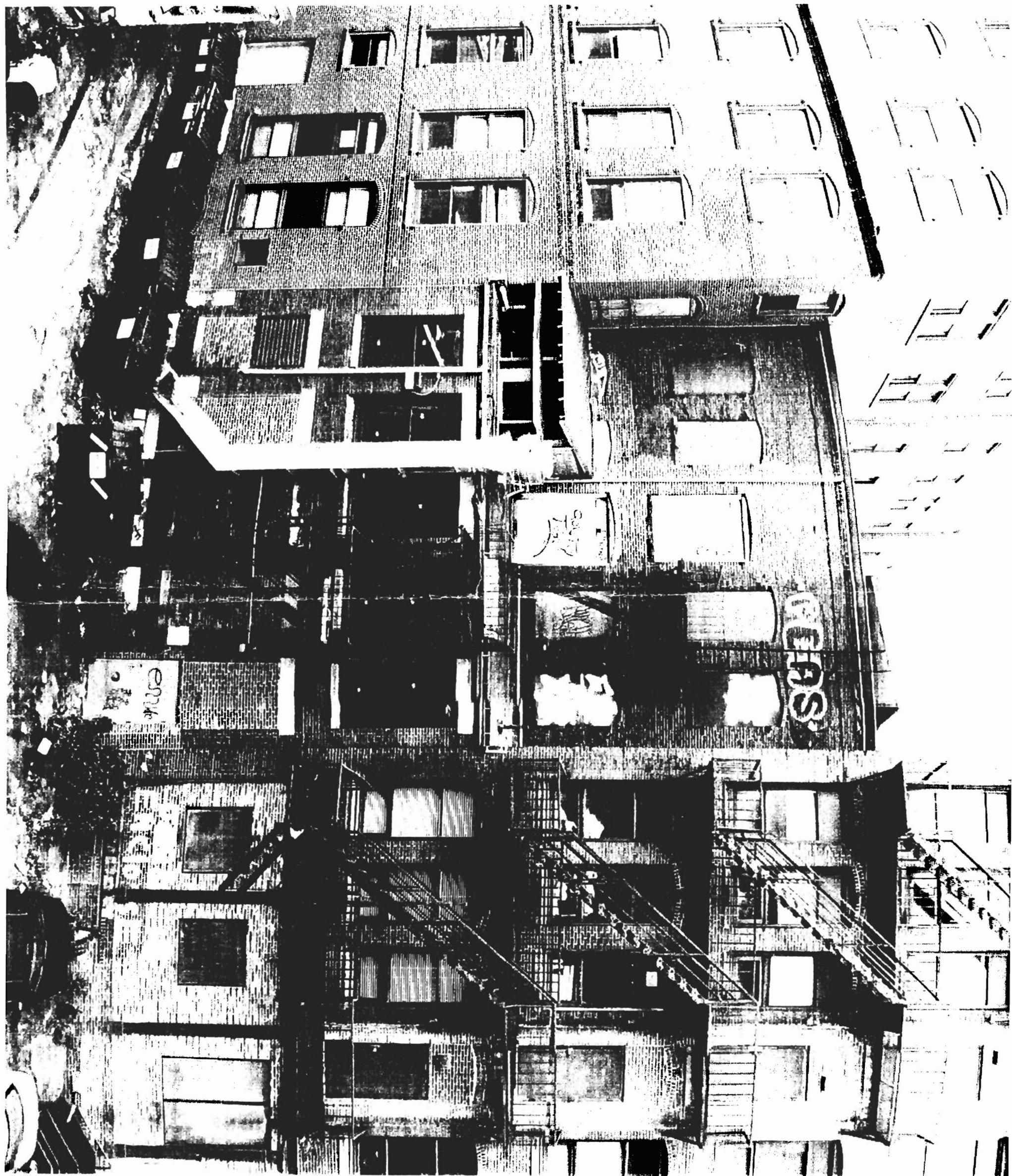


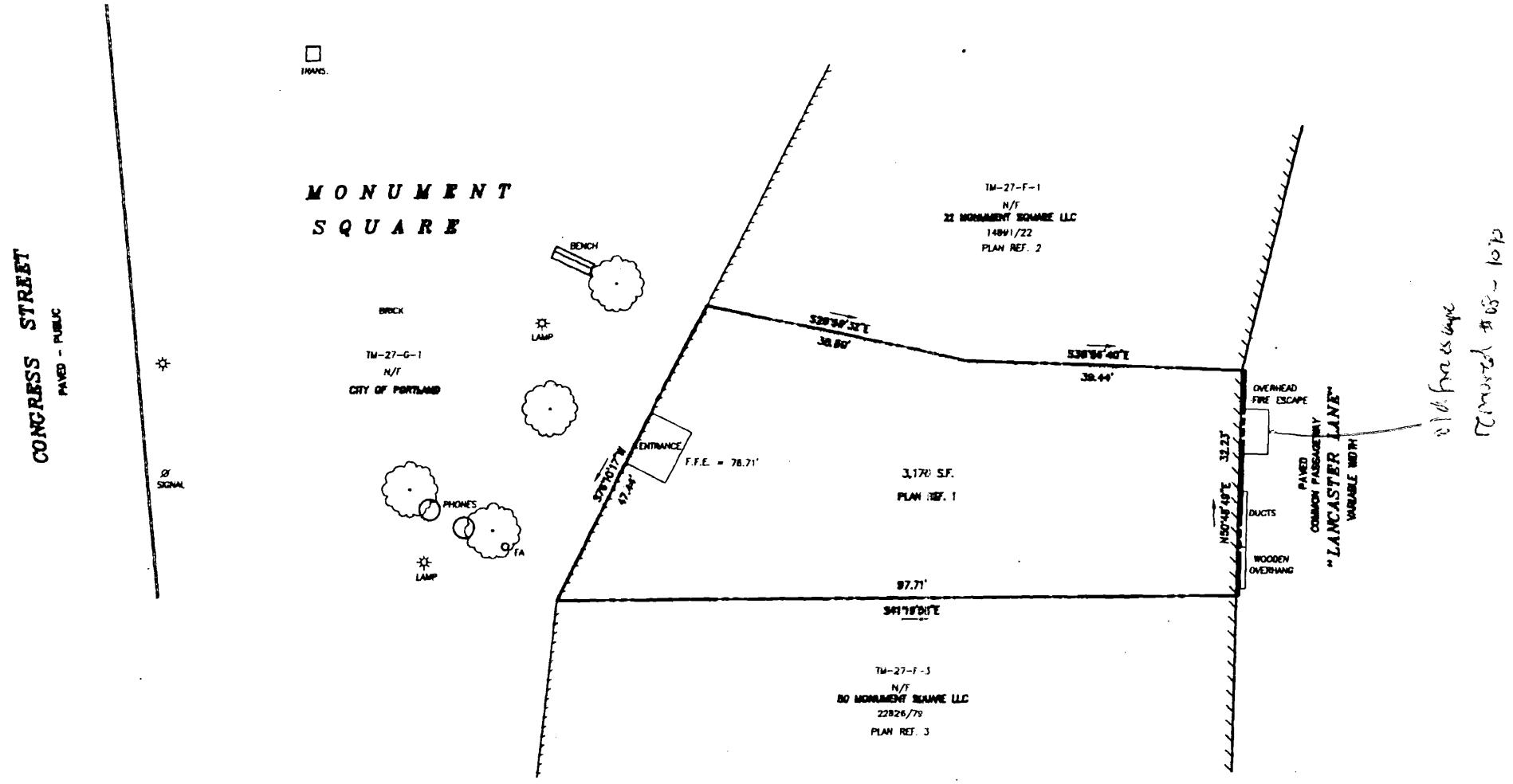
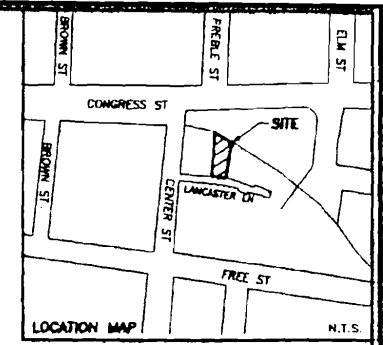
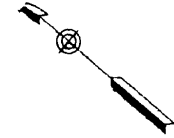
28 Monument Square  
Portland, Maine

Existing Ground Floor Plan  
3/32" = 1'-0"

11-16-09







old fence line  
removed 10/12

CONGRESS STREET  
PAVED - PUBLIC

MONUMENT  
SQUARE

**NOTES:**

- OWNER OF RECORD: 28 MONUMENT SQUARE LLC  
BOOK 25131 PAGE 173
- PARCEL IS SHOWN AS LOT 2, BLOCK F, ON THE CITY OF PORTLANDS  
ASSESSORS MAP 27
- BEARINGS ARE BASED ON PLAN REFERENCE 5
- ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM.
- THIS PLAN SHOWS THE RESULTS OF A FIELD SURVEY OF THE  
OUTSIDE OF THE BUILDING ON THE LOT AT GROUND LEVEL. THE  
DIMENSIONS AT GROUND LEVEL APPEAR TO MATCH PLAN DIMENSIONS  
AS CITED. COMMON WALLS WITH THE ADJUTERS ARE FOR THE MOST  
PART INACCESSABLE.

**PLAN REFERENCES:**

- PLAN OF PROPERTY AT NO. 28 MONUMENT SQUARE SURVEYED BY H.I.  
MARCH 1927 BY EC JORDAN AND CO.
- PLAN OF LAND IN PORTLAND, MAINE OWNED BY P. P. BAXTER DATED  
JORDAN DATED AUGUST 1941.
- PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR CASCO  
DEVELOPMENT ASSOCIATES DATED DEC. 19, 1983 BY H.I. AND E.C. JORDAN.
- PLAN DATED MARCH 1909 OF THE LANCASTER BLOCK BY H.I. AND E.C.  
JORDAN (FILE 97).
- BOUNDARY SURVEY ON 490-492 CONGRESS STREET, PORTLAND, MAINE  
MADE FOR MATTHEW ALCORN DATED FEB. 4, 2004 BY OWEN HASKELL, INC.
- RIGHTS TO THE USE OF LANCASTER LANE ARE DESCRIBED IN AN ACCESS  
AGREEMENT DATED APRIL 11, 1913, AND RECORDED IN THE CUMBERLAND  
COUNTY REGISTRY OF DEEDS IN BOOK 910, PAGE 187.

**CERTIFICATION:**

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON,  
AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO  
THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS  
TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS  
CURRENT STANDARDS OF PRACTICE.

DATE  
8-27-08

JOHN W. SWAN, PLS #1038

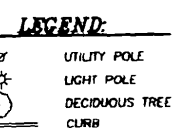


State of Maine, Cumberland Co.  
Registry of Deeds  
Received August 27, 2008  
at 2:10 PM and recorded in  
Plan Book 207 Page 323  
Attest: *[Signature]*

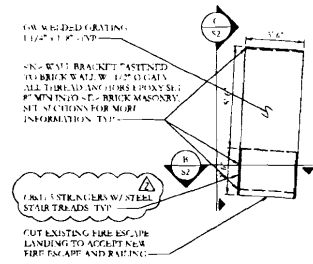
**CONDOMINIUM PLAT**  
**"MONUMENT SQUARE CONDOMINIUM"**  
AT  
#28 MONUMENT SQUARE  
PORTLAND, MAINE  
MADE FOR RECORD OWNER  
**28 MONUMENT SQUARE LLC**  
28 MONUMENT SQUARE, PORTLAND, MAINE 04101

**OWEN HASKELL, INC.**  
16 CASCO ST., PORTLAND, ME 04101 (207) 774-9488  
PROFESSIONAL LAND SURVEYORS

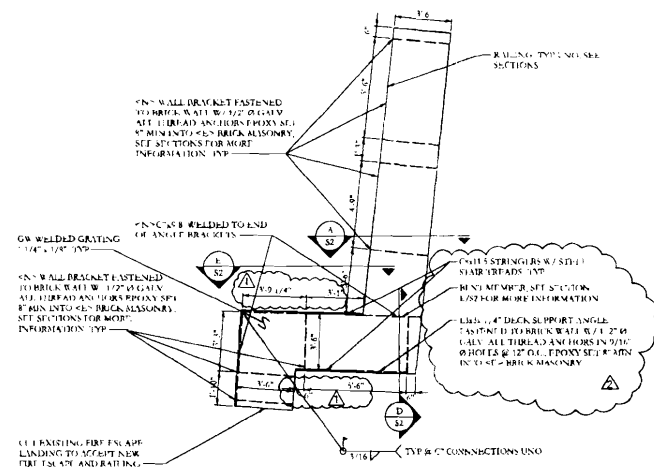
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| Transp. By | RRL | Scale |               | Drawn By | JWS       |



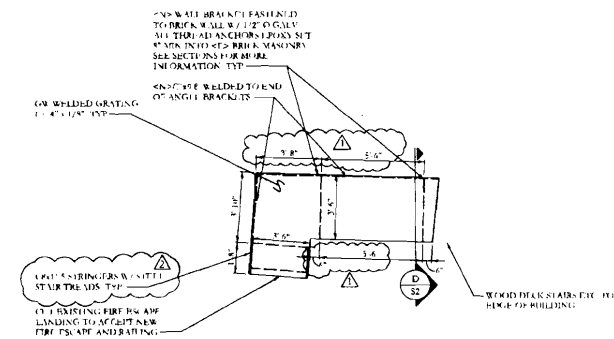
GRAPHIC SCALE



**← THIRD FLOOR LANDING**  
 SCALE 1/4"=1'-0"  
 NOTES:  
 1. ALL NEW STEEL SHALL HAVE (1) COAT OF PRIMER AND (2) COATS BLACK ENAMEL TYP (NO  
 2. CONTRACTOR SHALL REVIEW STEEL SHOP DRAWINGS PRIOR TO FABRICATION.  
 3. ALL BAR GRIDS TO BE WELDED TO SUPPORTS @ 4" MAX. TYP.  
 4. ALL EPOXY SHALL BE SIMPSON AT OR EQUAL TYP.  
 5. VERIFY ALL FIELD CONDITIONS PRIOR TO FABRICATION OR ERECTION TYP.



**← FOURTH FLOOR LANDING**  
 SCALE 1/4"=1'-0"  
 NOTES:  
 1. ALL NEW STEEL SHALL HAVE (1) COAT OF PRIMER AND (2) COATS BLACK ENAMEL TYP (NO  
 2. CONTRACTOR SHALL REVIEW STEEL SHOP DRAWINGS PRIOR TO FABRICATION.  
 3. ALL BAR GRIDS TO BE WELDED TO SUPPORTS @ 4" MAX. TYP.  
 4. ALL EPOXY SHALL BE SIMPSON AT OR EQUAL TYP.  
 5. VERIFY ALL FIELD CONDITIONS PRIOR TO FABRICATION OR ERECTION TYP.



**← FIFTH FLOOR LANDING**  
 SCALE 1/4"=1'-0"  
 NOTES:  
 1. ALL NEW STEEL SHALL HAVE (1) COAT OF PRIMER AND (2) COATS BLACK ENAMEL TYP (NO  
 2. CONTRACTOR SHALL REVIEW STEEL SHOP DRAWINGS PRIOR TO FABRICATION.  
 3. ALL BAR GRIDS TO BE WELDED TO SUPPORTS @ 4" MAX. TYP.  
 4. ALL EPOXY SHALL BE SIMPSON AT OR EQUAL TYP.  
 5. VERIFY ALL FIELD CONDITIONS PRIOR TO FABRICATION OR ERECTION TYP.

Structural Integrity  
 1000 Main Street  
 Portland, ME 04101  
 (207) 875-1100  
 www.structuralintegrity.com

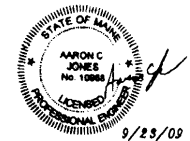
REVISIONS:  
 Δ 10/6/09 DIMENSION MODIFICATIONS  
 Δ 10/26/09 STAIR MODIFICATIONS

28 Monument Square Fire Escape  
 Portland, Maine

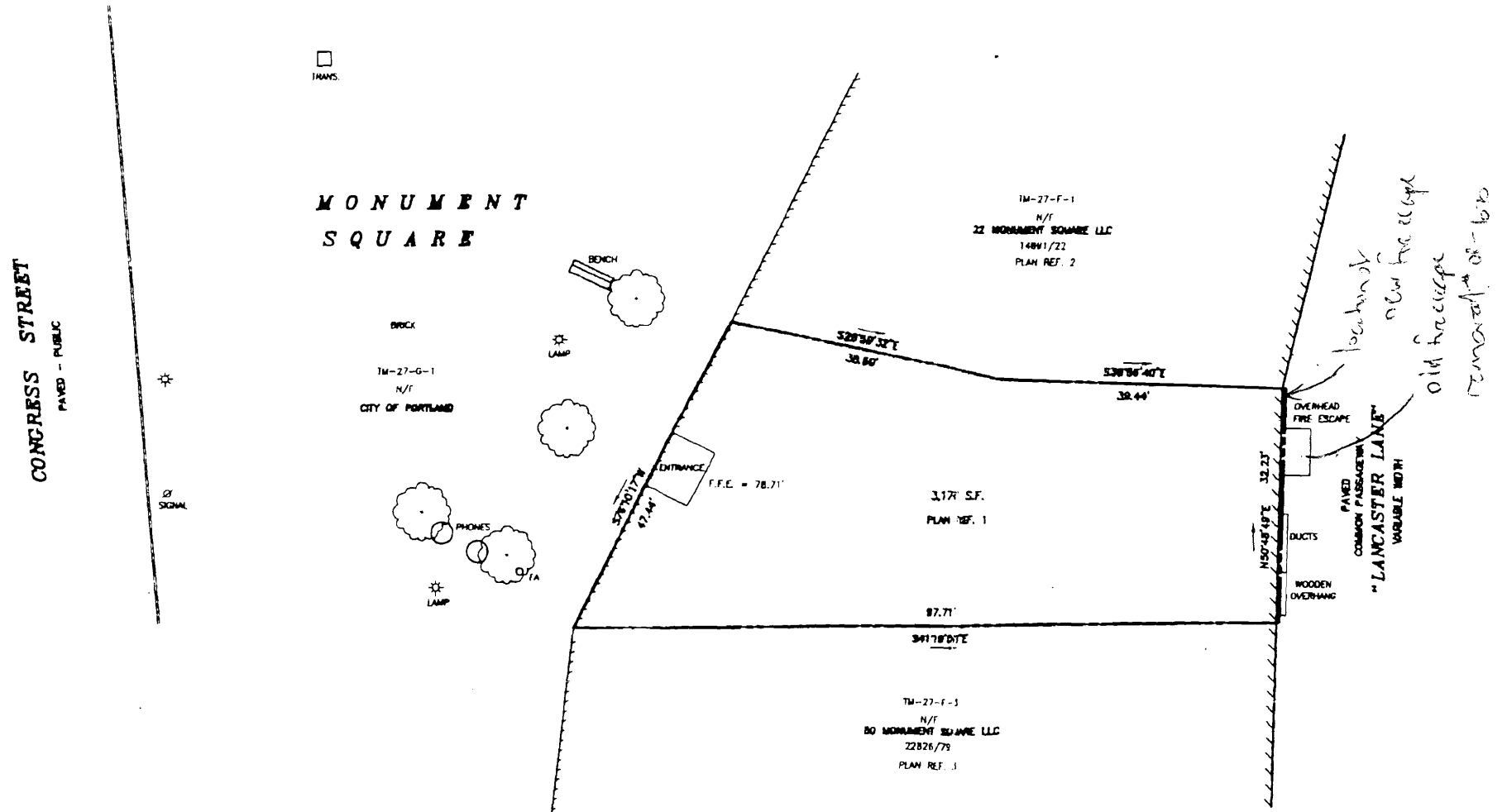
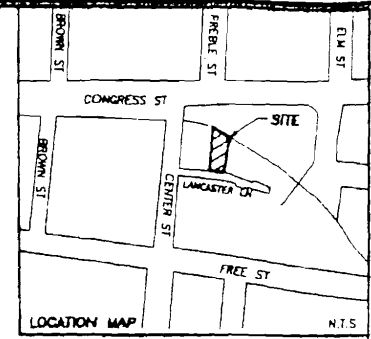
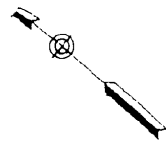
DATE:  
 9/23/09

FIRE ESCAPE  
 PLANS

S1



9/23/09



**NOTES:**

1. OWNER OF RECORD: 28 MONUMENT SQUARE LLC BOOK 25131 PAGE 173
2. PARCEL IS SHOWN AS LOT 2, BLOCK F, ON THE CITY OF PORTLAND'S ASSESSORS MAP 27
3. BEARINGS ARE BASED ON PLAN REFERENCE 5
4. ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM
5. THIS PLAN SHOWS THE RESULTS OF A FIELD SURVEY OF THE OUTSIDE OF THE BUILDING ON THE LOT AT GROUND LEVEL. THE DIMENSIONS AT GROUND LEVEL APPEAR TO MATCH PLAN DIMENSIONS AS CITED. COMMON WALLS WITH THE ADJUTERS ARE FOR THE MOST PART INACCESSIBLE.

**PLAN REFERENCES:**

1. PLAN OF PROPERTY AT NO. 28 MONUMENT SQUARE SURVEYED BY H.I. MARCH 1927 BY EC JORDAN AND CO
2. PLAN OF LAND IN PORTLAND, MAINE OWNED BY P. P. BAXTER DATED JORDAN DATED AUGUST 1941.
3. PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR CASCO DEVELOPMENT ASSOCIATES DATED DEC. 19, 1983 BY H.I. AND E.C. JORDAN
4. PLAN DATED MARCH 1909 OF THE LANCASTER BLOCK BY H.I. AND E.C. JORDAN (FILE 97)
5. BOUNDARY SURVEY ON 480-492 CONGRESS STREET, PORTLAND, MAINE MADE FOR MATTHEW ALCORN DATED FEB. 4, 2004 BY OWEN HASKELL, INC.
6. RIGHTS TO THE USE OF LANCASTER LANE ARE DESCRIBED IN AN ACCESS AGREEMENT DATED APRIL 11, 1913, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 910, PAGE 127.

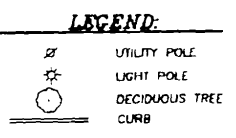
**CERTIFICATION:**

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE: 8-27-08  
 JOHN W. SWAN, PLS #1038



State of Maine, Cumberland RR  
 Registry of Deeds  
 Registered: 8/27/08  
 as of 8/27/08  
 Plan Book: 27 Page 323  
 Attest: [Signature]

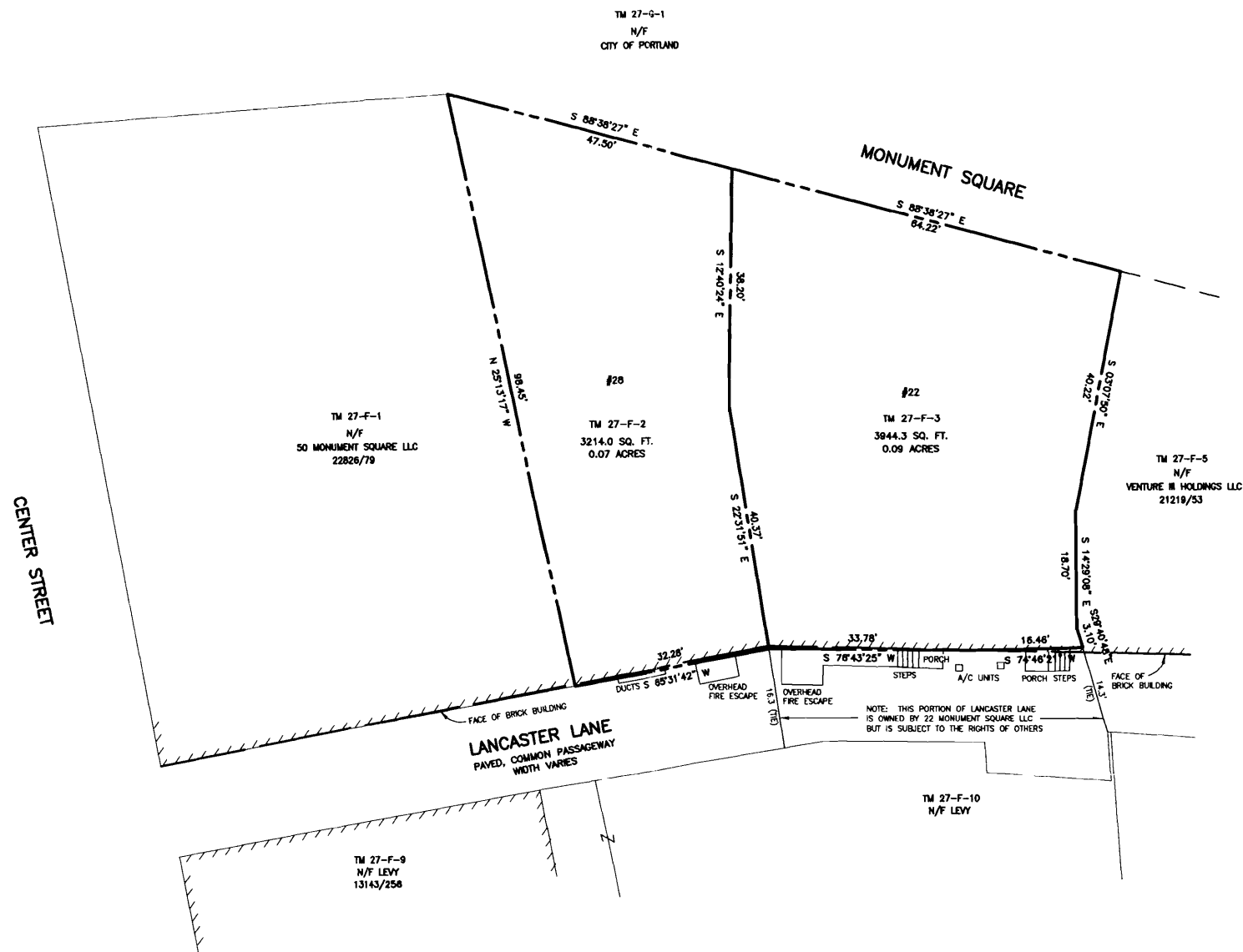
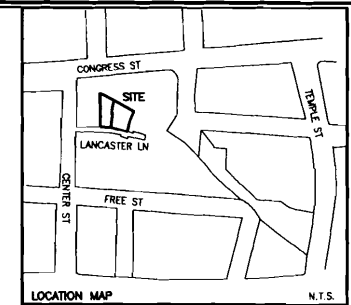


GRAPHIC SCALE

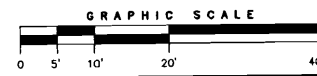
CONDOMINIUM PLAT  
 "MONUMENT SQUARE CONDOMINIUM"  
 AT  
 #28 MONUMENT SQUARE  
 PORTLAND, MAINE  
 MADE FOR RECORD OWNER  
 28 MONUMENT SQUARE LLC  
 28 MONUMENT SQUARE, PORTLAND, MAINE 04101

**OWEN HASKELL, INC.**  
 16 CLARK ST., PORTLAND, ME 04101 (207) 774-0424  
 PROFESSIONAL LAND SURVEYORS

|                 |                     |                    |
|-----------------|---------------------|--------------------|
| Drawn By: RRL   | Date: JULY 29, 2008 | Job No.: 2007-008P |
| Traced By: RRL  | Scale:              | Drawn By:          |
| Checked By: JWS |                     |                    |



NOV 12 2008



- PLAN REFERENCES:**
1. "PLAN OF LAND IN PORTLAND, MAINE FOR S & J CORPORATION" DATED OCTOBER 14, 1975 BY OWEN HASKELL, INC.
  2. "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR CASCO DEVELOPMENT ASSOCIATES" DATED DECEMBER 19, 1983 BY H.I. & E.C. JORDAN.
  3. "PLAN OF LAND IN PORTLAND, MAINE OWNED BY P.P. BAXTER" DATED MARCH 1927 BY E.C. JORDAN & CO.
  4. "PLAN OF PROPERTY AT NO. 28 MONUMENT SQUARE" SURVEYED BY H.I. JORDAN, CIVIL ENGINEER DATE AUGUST 1941.
  5. "LAND TITLE SURVEY AT #28 MONUMENT SQUARE, PORTLAND, MAINE MADE FOR JEFFREY COHEN" DATED JANUARY 4, 2005 BY OWEN HASKELL, INC.
  6. CITY OF PORTLAND'S ASSESSOR'S MAPS.

- NOTES:**
1. OWNERS OF RECORD ARE JOHN B. COHEN, (TM 27-F-2), 22201/297, AND 22 MONUMENT SQUARE, LLC, (TM 27-F-3) 14991/22, CUMBERLAND COUNTY REGISTRY OF DEEDS (C.C.R.D.).
  2. BEARINGS ARE BASED ON PLAN REFERENCE 1.
  3. STREET LINES ARE BASED ON PLAN REFERENCES AND FIELD LOCATIONS.
  4. SUBJECT PROPERTY IS SHOWN AS LOT 5 2 AND 3, COMMON F, ON MAP 27 OF THE CITY OF PORTLAND'S ASSESSOR'S MAPS.

**CERTIFICATION:**  
 OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE \_\_\_\_\_ JOE M. WALKER, PLS NO. 2338

**BOUNDARY SURVEY**  
 AT  
 #22 AND #28 MONUMENT SQUARE  
 PORTLAND, MAINE  
 MADE FOR  
**CRITERIUM ENGINEERS**  
 22 MONUMENT SQ., SUIT 600, PORTLAND, MAINE

**OWEN HASKELL, INC.**  
 18 CASCO ST., PORTLAND, ME 04101 (207) 774-0484  
 PROFESSIONAL LAND SURVEYORS

|          |      |       |               |          |           |
|----------|------|-------|---------------|----------|-----------|
| Drawn By | JMW  | Date  | JAN. 25, 2007 | Job No.  | 2007-009P |
| Trace By | JMW  | Scale | 1" = 10'      | Dwg. No. | 1         |
| Check By | JMW  |       |               |          |           |
| Book No. | 1050 |       |               |          |           |