

CM Waterfront Properties, LLC 36 Union Wharf, Portland, Maine 04101

March 26, 2013

City of Portland
Building Inspections Division
389 Congress St.
Portland, Maine 04101

Re: 250 Commercial St., Portland, Maine

Dear Building Inspections:

CM Waterfront Properties, LLC is applying for a building permit to make some modifications to an existing office space @ 250 Commercial St., 2nd floor.

Scope of work: The plans submitted call for the following work to be done:

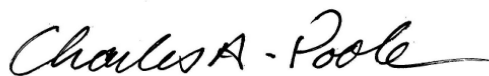
1. Create 2 – 12' x 12' (approx.) offices with in the space being worked on.
2. Add 2 – exterior windows – 1 – 156" width x 65" high and 1 – 60" wide x 65" high.
3. Build 1 – wall and add a door where the existing conference room is, to create privacy for the conference room.
4. Change existing window units that have opaque glass blocks to be clear glass. There are 12 – units.
5. Paint the whole space.
6. Electrical and plumbing – the new office spaces will have wall outlets and lights as required by code. There is no plumbing work as there are existing bathrooms and kitchen facility in the common area. All bath room are ADA compliant.
7. HVAC – the space already has HVAC throughout and the new offices will have 2 – new drops installed to service these spaces.

Attached please find the following

1. A completed Commercial Interior Permit Application
2. Complete set of plans for the changes to this space on a disk in PDF format
3. Proof of ownership
4. Fire Department requirements
5. A check in the amount of \$495.00 - \$420-BP- \$75 – CO.

Please call me if I can provide any further information on this project.

Sincerely,



Charles A. Poole
CM Waterfront Properties, LLC
Partner



N^o106337109MEO

ISSUED BY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police

power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Carl B. Johnson
Christy Day



**OWNER POLICY
SCHEDULE A**

Owner's	POLICY NUMBER 106337109 MEO	DATE & TIME OF POLICY March 8, 2010 at 3:47 pm	AMOUNT OF INSURANCE \$ 2,100,000.00	PREMIUM \$3,675.00
	POLICY NUMBER 1001024-0124171	DATE & TIME OF POLICY March 8, 2010 at 3:47 pm	AMOUNT OF INSURANCE \$ 1,700,000.00	PREMIUM \$50.00
Loan	Please complete the requested information if the insured premises is covered by any prior FATIC Policy(ies): Policy No(s). Amount(s) of Insurance \$.00			

AUTOMATIC INFLATION CLAUSE: The policy amount will automatically increase by 10% of the amount shown above on each of the first five anniversaries of the policy date with respect to residential policies.

ADDRESS REFERENCE: 250 Commercial Street, Portland, ME 04101

1. Name of Insured:

CM Waterfront Properties, LLC, a Maine limited liability company

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

CM Waterfront Properties, LLC by virtue of a Quitclaim Deed with Covenant from Peter B. Macomber Jr. dated March 8, 2010 and recorded in the Cumberland County Registry of Deed in Book 27633, Page 261.

4. The Land herein described is encumbered by the following mortgage, and the assignment thereof, if any:

Mortgage granted by CM Waterfront Properties, LLC to Gorham Savings Bank dated March 8, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27633, Page 265.

5. The land referred to in this Policy is described as follows:

Land situated at 250 Commercial Street, in the City of Portland, Cumberland County, State of Maine as more particularly described in Exhibit A attached hereto and made a part hereof.

This policy consists of Schedule A (1 page); Schedule B (2 pages); Exhibit A (2 pages).

Countersigned:

Monument Title Company
100 Middle Street
Portland, ME 04104
Webpage: www.monumenttitle.com
Email: tberube@monumenttitle.com

By: Tabatha J. Berube
Tabatha J. Berube
Assoc. Vice President
Authorized Signatory

tl

(LJW)



*First American
Title Insurance Company*

EXHIBIT A
LEGAL DESCRIPTION

File No. 10010005

Policy No. 106337109 MEO

Parcel 1:

All the following described lot, piece or parcel of land, with all buildings and improvements located thereon, situated in the City of Portland, County of Cumberland and State of Maine, and known and described as follows, to wit:

Beginning at a point on the Southerly line of Commercial Street in the dividing line established November 14th, 1884, between land of the said Proprietors of Union Wharf and property then belonging to John Q. Twitchell and James P. Champlyn, as set forth in an agreement between said parties, recorded in Cumberland Registry of Deeds, in Book 514, Page 180, said point being midway between a wooden building now or formerly standing on the land herein described and a building on land now or formerly of said John Q. Twitchell and said James P. Champlyn and fifty-nine hundredths (0.59) feet distance from each of said buildings; said point being also one hundred thirty-nine and forty-four hundredths (139.44) feet, measured on the Southeasterly line of Commercial Street, Northeasterly from the division line established between said Twitchell and Champlyn and John Bradford by agreement dated April 13, A.D. 1883 and recorded in Cumberland Registry of Deeds, Volume 494, Page 433; thence on a course of about North fifty-seven degrees (57°) forty-six minutes (46') East by the Southerly line of Commercial Street fifty (50) feet; thence about South twenty-three degrees (23°) nine minutes (9') East parallel with the first above mentioned "established line" one hundred and fifty and twenty-two one-hundredths (150.22) feet to the Southerly face of a granite dock wall; thence about South sixty-two (62°) degrees West by said dock wall about forty-nine and fifty-five one-hundredths (49.55) feet to said first mentioned "established line"; thence North twenty-three degrees (23°) nine minutes (9') West by said first mentioned "established line" about one hundred forty-six and forty-eight one hundredths (145.43) feet to the point of beginning.

Parcel 2:

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

Beginning at the northeasterly corner of the parcel of land conveyed by the Proprietors of Union Wharf to Morris & Company by deed dated April 1, 1907, recorded in the Cumberland County Registry of Deeds in Book 804, Page 169 (being Parcel 1 herein); thence by Commercial Street northeasterly a distance of 40.65 feet to a drill hole in a cobble stone; thence by land now or formerly of Proprietors of Union Wharf southeasterly with an included angle of 90° 34 1/2' a distance of 46.90 feet to an iron; (said line being distant westerly 4.00 feet from and at right angles to the outside edge of railroad rail frame around the weighing scales on land now or formerly of Proprietors of Union Wharf); thence by land now or formerly of Proprietors of Union Wharf southeasterly with an included angle of 172° 06' a distance of 107.95 feet to an iron; thence by land now or formerly of Proprietors of Union Wharf southwesterly with an included angle of about

CM Waterfront Properties, LLC 36 Union Wharf, Portland, Maine 04101

Fire Department requirements:

250 Commercial St. – 2nd floor – space modifications

1. Applicant – CM Waterfront Properties, LLC
36 Union Wharf
Box 7467
Portland, Maine 04112
207-772-8160 –office
207-939-1431 –mobile

Project designer- Archetype

2. Use – professional office space
3. Sq. footage - 3,202 sf Archetype
4. Existing fire protection – 2012 - installed a complete wet sprinkler system throughout the 12,200 sf on the 2nd floor space in accordance with NFPA 13 and the ME State Fire Marshall and fire extinguishers – dry chemical – classification –ABC located within the space and in the common areas. Upgraded the fire alarm system – new fire alarm control panel – Simplex Grinnell 4010ES Addressable Fire Alarm Control Panel.

Life safety code summary of 250 commercial street

Egress fire resistance rating – 2 hr

250 commercial street: group b

Total gross square footage of office space is: 3,202 sf

250 commercial street occupancy load is:

3,202 sq ft @ 100 gsf per person = 32 people

nfpa 7.3.1.2

Common path of travel for group b is 100 ft

nfpa 38.2.5.3.1

Single exit shall be permitted for a room or area with a total

nfpa 38.2.4.3

occupant load of fewer than 100 persons

Max travel distance to extinguishers is 75 ft

nfpa 10

See plan for fire extinguisher location , emergency lighting and exit signs