

Studios at 46 Market Street



Nov. 12, 2013



MARK
MUELLER
ARCHITECTS

46 Market Street

Portland, Maine

Planning Board Application for Development Review:

100 Commercial Street, Ste 205 - Portland, Maine 04101

P:207.774.9057 - F:207.773.3851 - Email: rft@muellerarchitects.com



City of Portland Planning Division
City Hall – Fourth Floor
389 Congress Street
Portland, Maine 04101

RE: 46 Market Street – Change of use & increase in dwelling units

Dear City of Portland Planning,

On behalf of Tom Watson of Market Milk Partners, LLC & Port Property Management; we'd like to formally submit the following application for a Level III Final Site Plan Development Review for 46 Market Street. The work shall include the change of use at the second floor to three (3) residential dwelling units & for the addition of one (1) dwelling unit at the third floor.

The proposed work will meet all applicable city and state code requirements including NFPA, IBC, IECC & MUBEC.

In conjunction with this application, we are currently working with the Portland Fire Department & Building Codes Department on building life safety and code remediation along with the Historic Preservation Office for façade repair for the overall master building plan.

If you have any questions about this application, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Provencal', is written over a white background.

Matt Provencal, Assoc. AIA
Architectural Designer
Mark Mueller Architects



City of Portland Planning Division
City Hall – Fourth Floor
389 Congress Street
Portland, Maine 04101

RE: 46 Market Street – Change of use & increase in dwelling units

As required per the Level III application, please find below the general written narrative required therein.

- Description of project:
 - The area of work is limited to the second & third floors, interior work only. A change of use is required at the second floor from three (3) office units into three (3) residential units. Work at the third floor will include the addition of one (1) 3rd floor residential unit to the existing one (1) residential unit.
- Project's specific compliance with applicable Zoning requirements:
 - This project is located in a B-3 Downtown Business Zone. Multifamily dwellings are a permitted use within this zone. Increasing the number of dwelling units as part of this project will help to enhance & encourage housing opportunity downtown for Portland's diverse residential population.
- Construction Management Plan:
 - The property owner is in the proper financial and technical position to complete this project within a timely and professional manner. All work will be performed by licensed and insured contractors during normal business hours while adhering to standard construction practices.
- Project's consistency with related city master plans:
 - This project remains consistent with the City of Portland's Maser Plan, which specific to this project is to encourage increased housing opportunity downtown for a diverse residential population; preserve and capitalize on the unique character and historic fabric of downtown through the encouragement of reuse of significant existing structures;
- Evidence of utility capacity to serve:



- Given the existing uses within the second (office) & third (residential) floors, no utility work is proposed as part of this application; all existing utilities will remain.
- Summary of solid waste generation and proposed management of solid waste:
 - Existing solid waste is removed from the building by the tenants, no on site waste receptacles exist or are proposed; the existing solid waste management system will remain.
- Code summary referencing NFPA 1 and all Fire Department technical standards:
 - The proposed uses are apartment, both per the NFPA 101 (2009) and IBC (2009).
 - Each floor area is 2,065 SF, with a total building area of 8,136 SF.
 - The building is 3 stories at +/- 49'-6".
 - The type of construction is Type III (200) per NFPA 101 and Type 3B – per IBC.
 - The building is protected throughout with a sprinkler system installed per NFPA 13; the life safety system is to be upgraded to meet NFPA 72 and the City of Portland requirements.
 - Fire hydrants are located at the south corner of Market Street & Milk Street and at the south side of Exchange Street across from Milk Street; infrastructure Map attached.
 - Water main sizes are 6" at Market Street, 6" at Milk Street & 10" at Exchange Street; infrastructure Map attached.
 - Access to the structure is proved at 3 sides.
 - All work shall meet NFPA 101, 1, 72 & 13 where applicable.
- Assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual:
 - No exterior development, plans, additions or work are part of this proposal. Future street level façade work will be proposed to the city of Portland Historic Preservation Department at a later date once a tenant has been secured. We have met with the Historic Preservation Board to discuss preliminary designs for the façade rehabilitation. All work would meet Historic Preservation Standards, Section 14-526 of the Land Use Chapter & City of Portland Design Manual.
- Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements:
 - The proposed ductless HVAC system by Multi Aqua will be Energy Star certified and meet federal & state emissions requirements.
- Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines:



- Shown on the included survey, a concrete ADA accessible ramp exists at the corner of Market Street & Milk Street.
- Please see the included survey for location, sizes and materials of all other access ways.

This concludes the written narrative.

PROJECT NAME: _____

PROPOSED DEVELOPMENT ADDRESS:

PROJECT DESCRIPTION:

CHART/BLOCK/LOT: _____

~~PRELIMINARY PLAN~~ _____ (date)

FINAL PLAN _____ (date)

CONTACT INFORMATION:

<p>Applicant – must be owner, Lessee or Buyer</p> <p>Name:</p> <p>Business Name, if applicable:</p> <p>Address:</p> <p>City/State : Zip Code:</p>	<p>Applicant Contact Information</p> <p>Work #</p> <p>Home#</p> <p>Cell # Fax#</p> <p>e-mail:</p>
<p>Owner – (if different from Applicant)</p> <p>Name:</p> <p>Address:</p> <p>City/State : Zip Code:</p>	<p>Owner Contact Information</p> <p>Work #</p> <p>Home#</p> <p>Cell # Fax#</p> <p>e-mail:</p>
<p>Agent/ Representative</p> <p>Name:</p> <p>Address:</p> <p>City/State : Zip Code:</p>	<p>Agent/Representative Contact information</p> <p>Work #</p> <p>Cell #</p> <p>e-mail:</p>
<p>Billing Information</p> <p>Name:</p> <p>Address:</p> <p>City/State : Zip Code:</p>	<p>Billing Information</p> <p>Work #</p> <p>Cell # Fax#</p> <p>e-mail:</p>

Engineer Name: Address: City/State : Zip Code:	Engineer Contact Information Work # Cell # Fax# e-mail:
Surveyor Name: Address: City/State : Zip Code:	Surveyor Contact Information Work # Cell # Fax# e-mail:
Architect Name: Address: City/State : Zip Code:	Architect Contact Information Work # Cell # Fax# e-mail:
Attorney Name: Address: City/State : Zip Code:	Attorney Contact Information Work # Cell # Fax# e-mail:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

<p>Level III Development (check applicable reviews) ___ Less than 50,000 sq. ft. (\$500.00) ___ 50,000 - 100,000 sq. ft. (\$1,000) ___ 100,000 – 200,000 sq. ft. (\$2,000) ___ 200,000 – 300,000 sq. ft. (\$3,000) ___ over \$300,00 sq. ft. (\$5,000) ___ Parking lots over 11 spaces (\$1,000) ___ After-the-fact Review (\$1,000.00 plus applicable application fee)</p> <p>Plan Amendments (check applicable reviews) ___ Planning Staff Review (\$250) ___ Planning Board Review (\$500)</p> <hr/> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) <p>Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.</p>	<p>Other Reviews (check applicable reviews) ___ Traffic Movement (\$1,000) ___ Stormwater Quality (\$250) ___ Subdivisions (\$500 + \$25/lot) # of Lots ___ x \$25/lot = _____ ___ Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ ___ Other _____ ___ Change of Use ___ Flood Plain ___ Shoreland ___ Design Review ___ Housing Replacement ___ Historic Preservation</p>
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submission requirements.

Portland’s development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland’s Land Use Code is on the City’s web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

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 Planning Authority and Code Enforcement’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.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant:	Date:
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PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	sq. ft.
Proposed Total Disturbed Area of the Site	sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	sq. ft.
Impervious Area (Total Proposed)	sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	sq. ft.
Building Footprint (Total Proposed)	sq. ft.
Building Floor Area (Total Existing)	sq. ft.
Building Floor Area (Total Proposed)	sq. ft.
Zoning	
Existing	
Proposed, if applicable	
Land Use	
Existing	
Proposed	
Residential, If applicable	
# of Residential Units (Total Existing)	
# of Residential Units (Total Proposed)	
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	
# of Parking Spaces (Total Existing)	
# of Parking Spaces (Total Proposed)	
# of Handicapped Spaces (Total Proposed)	
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	
# of Bicycle Spaces (Total Proposed)	
Estimated Cost of Project	

~~PRELIMINARY PLAN (Optional)~~- Level III Site Plan

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
		1	Completed Application form
		1	Application fees
		1	Written description of project
		1	Evidence of right, title and interest
		1	Evidence of state and/or federal approvals, if applicable
		1	Written assessment of proposed project's compliance with applicable zoning requirements
		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
		1	Written requests for waivers from site plan or technical standards, if applicable.
		1	Evidence of financial and technical capacity
		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
			Proposed grading and contours;
			Existing structures with distances from property line;
			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
			Preliminary infrastructure improvements;
			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);
			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);
			Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;
			Exterior building elevations.

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
		1	* Completed Application form
		1	* Application fees
		1	* Written description of project
		1	* Evidence of right, title and interest
		1	* Evidence of state and/or federal permits
		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
		1	* Evidence of financial and technical capacity
		1	Construction Management Plan
		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
		1	Stormwater management plan and stormwater calculations
		1	Written summary of project's consistency with related city master plans
		1	Evidence of utility capacity to serve
		1	Written summary of solid waste generation and proposed management of solid waste
		1	A code summary referencing NFPA 1 and all Fire Department technical standards
		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Final Site Plans including the following:
			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
			Existing and proposed structures on parcels abutting site;
			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
			Location of all snow storage areas and/or a snow removal plan;
			A traffic control plan as detailed in Section 1 of the Technical Manual;
			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
			Location and proposed alteration to any watercourse;
			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
			Proposed buffers and preservation measures for wetlands;
			Existing soil conditions and location of test pits and test borings;
			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
			Grading plan;
			Ground water protection measures;
			Existing and proposed sewer mains and connections;

- Continued on next page -

		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.

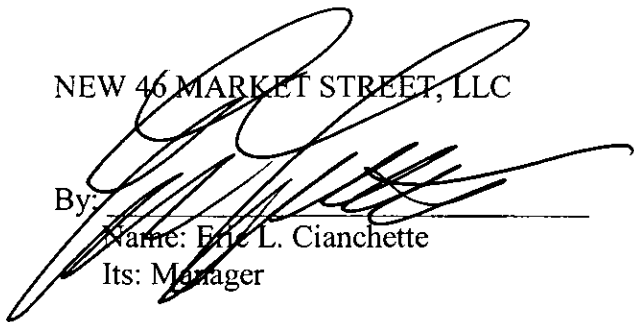
QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **NEW 46 MARKET STREET, LLC** ("Grantor"), a limited liability company organized and existing under the laws of the State of Maine, with a mailing address of 42 Market Street, Portland, Maine, for consideration paid, GRANTS to **MARKET MILK PARTNERS, LLC** ("Grantee"), a limited liability company organized and existing under the laws of the State of Maine with a mailing address of 104 Grant Street, Portland, Maine, with QUITCLAIM COVENANT, the property located at 46 Market Street, Portland, County of Cumberland and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof.

WITNESS my hand and seal this 25th day of July, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

NEW 46 MARKET STREET, LLC

By: 
Name: Eric L. Cianchette
Its: Manager

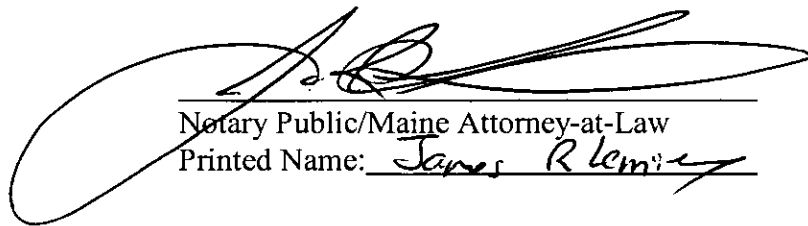

Witness

STATE OF MAINE
County of Cumberland, SS.

July 25, 2013

Then personally appeared the above-named Eric L. Cianchette, as Manager of New 46 Market Street, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of New 46 Market Street, LLC.

Before me,


Notary Public/Maine Attorney-at-Law

Printed Name: James R Lemieux

JAMES R. LEMIEUX #2755
Attorney at Law, State of Maine
(authorized to take acknowledgements pursuant to 4 M.R.S.A. 1056)

MAINE REAL ESTATE TAX PAID

Exhibit A

A certain lot or parcel of land, with the buildings thereon, situated at the corner of Market and Milk Streets in the City of Portland, County of Cumberland and State of Maine, being bounded and described as follows:

BEGINNING at the intersection of the northerly line of said Milk Street and the westerly sideline of Market Street, being the corner of the granite plinth of the building on the premises herein described;

Thence, by the northerly line of said Milk Street and by said building line on a course of S 53° 22' 36" W a distance of 41.08 feet to the outside face of the steel plate on the granite plinth of the said building, and land now or formerly of Ruth S. Baker et al.;

Thence, by said land now or formerly of Ruth S. Baker et al on a course of N 37° 53' 08" W a distance of 53.24 feet to a point in the center of a brick party wall, said point being 0.50 feet southwesterly from the southwesterly face of the brick building on the premises herein described;

Thence, along the center of said brick party wall on a course of N 51° 28' 17" E a distance of 0.50 feet to the face of said brick building, and thence continuing on same course along the center of said brick party wall an additional 35.09 feet to the westerly sideline of said Market Street, being on the face of said brick building on the premises herein described;

Thence, by the westerly sideline of said Market Street and along the brick face of said building on a course of S 43° 37' 06" E a distance of 54.82 feet to the point of beginning.

The above-described courses are on the Maine State Grid System West Zone.

Together with and subject to any easements and other appurtenances appertaining to the premises, including but not limited to, Agreement dated September 16, 1993, and recorded in the Cumberland County Registry of Deeds in Book 10959, Page 222.

T:\Watson\46 Market Street\Quitclaim Deed 46 Market Street - Market Milk Partners.wpd

Received
Recorded Register of Deeds
Jul 26, 2013 11:57:40A
Cumberland County
Pamela E. Lovley

AGREEMENT

5/1/93
This Agreement is made as of this 16th day of Sept, 1993 by and between RUTH S. BAKER and JOSEPH D. CASALE, both of Portland, d/b/a B&C Limited, a Maine general partnership with a place of business in Portland, Maine ("Seller") and Thomas Tiberii of Old Orchard Beach, Maine ("Buyer").

WHEREAS, Seller has this day conveyed the premises at 46 Market Street, Portland, Maine, described in Exhibit A attached hereto and made a part hereof (the "Granted Premises") to Buyer, which Granted Premises are a portion of the premises conveyed to Seller by deed dated October 17, 1992, and recorded in the Cumberland County Registry of Deeds in Book 10382, Page 176; and

WHEREAS, Seller has retained title to the remainder of the premises described in such deed recorded in said Registry of Deeds in Book 10382, Page 176 (the "Retained Premises"); and

WHEREAS, the building on the Granted Premises (the "Granted Building") and the building on the Retained Premises (the "Retained Building") are connected at certain points and are served by certain common utilities and access corridors, among other things; and

WHEREAS, the parties desire to provide for the common use of portions of the Retained Premises and the Granted Premises.

NOW, THEREFORE, for consideration given, Seller and Buyer hereby agree as follows:

1. Any and each wall of the Retained Building and the Granted Building which is located on the boundary line between the Retained Premises and the Granted Premises and/or which connects the two buildings shall be deemed a party wall, and, subject to the rights, easements and obligations set forth in this Agreement, the general rules of law applicable to party walls shall be applicable in this instance. Without limitation, the cost of reasonable repair and maintenance of any party wall shall be shared equally, unless one party makes no use of the wall in question, in which case the party using such wall shall be responsible for the full cost.

2. Seller and Buyer hereby grant to each other for the benefit of the Granted Premises and the Retained Premises, respectively, (i) the perpetual right and easement to utilize, repair, maintain, relay, replace and remove such utility pipes and mains, cables and wires with all necessary fixtures and appurtenances as may presently exist and which presently serve the Granted Premises or the Retained Premises, respectively, (ii) the perpetual right and easement to utilize, repair, maintain,

replace and remove such heating and air conditioning units, vents and related appurtenances as may presently exist and which may presently serve the Granted Premises or the Retained Premises, respectively, including but not limited to, the furnaces presently located on the third floor of the Granted Building; (iii) the perpetual right and easement to use, maintain, repair and replace the fire escape or escapes presently serving the Retained Premises and/or the Granted Premises; and (iv) if construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Granted Building or the Retained Building results in an inadvertent encroachment on the Retained Premises or the Granted Premises, a valid easement during the period of the encroachment for the encroachment and the maintenance thereof.

3. Seller hereby grants to Buyer for the benefit of the Granted Premises as reasonably necessary in connection with the maintenance and use of the Granted Premises without undue interference of the reasonable use and maintenance of the Retained Premises, the perpetual right and easement (i) to construct, install, lay, relay, repair, maintain, replace and remove utility pipes and mains, cables and wires with all necessary fixtures and appurtenances; (ii) to construct, install, lay, relay, repair, maintain, replace and remove heating and air conditioning units, vents and related appurtenances; (iii) to maintain, repair, renovate and improve two restrooms in the basement of the Retained Building as they presently exist for exclusive use by Buyer and/or his tenants and by patrons, customers, guests and invitees of Buyer or tenants of Buyer; (iv) for the maintenance of the overhang of eaves, windowsills and related appurtenances of and to the Granted Building, and for the drainage of water from such eaves, windowsills, and related appurtenances; and (v) for access on foot and with requisite equipment (a) for the above-described purposes; (b) for the maintenance, repair, renovation and rebuilding of the Granted Building; and (c) for emergency access to and from the Granted Building; all at any and all times, upon, over, under or along a certain portion of the Retained Premises approximately 9.25 feet in width (the "strip") running southerly between land now or formerly of Old Port Properties Limited Partnership described in deed recorded in the Cumberland County Registry of Deeds in Book 6696, Page 172 and the northerly sideline of Milk Street and being adjacent to the westerly boundary of the Granted Premises and the easterly face of the Retained Building, all as shown on the plan attached hereto as Exhibit B.

4. Seller hereby grants to Buyer for the benefit of the Granted Premises, the perpetual right and easement for access to and from the second and third floors of the Granted Building upon and over the entrance, stairway, corridors and walkways located in the Retained Building and presently serving the second and third floors of the Granted Building.

5. Seller and Buyer hereby acknowledge and agree that, if Buyer shall be denied a second access to and from the Granted Building for emergency purposes, that Buyer shall have emergency access over the strip and shall be entitled, at his own cost and expense, to remove such impediments to access and/or install such exits and related appurtenances, including, but not limited to, fire escapes, as may be reasonably necessary to ensure such access.

6. Seller and Buyer hereby acknowledge and agree that (i) Seller shall be responsible for the cost of exercising the rights and easements granted herein which benefit only the Retained Premises; (ii) Buyer shall be responsible for the cost of exercising the rights and easements granted herein which benefit only the Granted Premises; and (iii) Seller and Buyer shall share equally the cost of exercising the rights and easements granted herein which benefit both the Granted Premises and the Retained Premises.

7. Seller and Buyer hereby covenant and agree that each shall indemnify and hold the other harmless from and against all cost, expense and liability arising out of the exercise of the rights, easements and obligations hereunder by Seller and Buyer, respectively, and by each of their tenants, patrons, customers, guests and invitees.

8. Seller and Buyer hereby acknowledge and agree that if any of the rights and easements granted herein shall in the future cease to be necessary for the continued use and enjoyment of the Retained Premises or the Granted Premises, the party holding such rights and easements shall promptly execute and deliver in recordable form the release of such rights and easements as are no longer necessary.

NOTE
9. Seller and Buyer hereby grant to each other a reciprocal right of first refusal as follows: If Seller receives a bona fide offer to purchase the Retained Premises, or any part thereof, which Seller desires to accept, Seller shall deliver to Buyer a photocopy of the executed written offer and Buyer shall have seventy-two hours from the receipt of the photocopy of the written offer to notify Seller by certified mail, postage prepaid, of his agreement to purchase the Retained Premises on the same or similar terms as the bona fide written offer. If Buyer receives a bona fide written offer to purchase the Granted Premises, or any part thereof, which Buyer desires to accept, Buyer shall deliver to Seller a photocopy of the executed written offer and Seller shall have seventy-two hours from the receipt of the photocopy of the written offer to notify Buyer by certified mail, postage prepaid, of its agreement to purchase the Granted Premises on the same or similar terms as the bona fide written offer. Conveyance by gift or devise to a husband, wife, child,

brother, sister, father or mother of any party and conveyances to an entity wholly owned by any party shall not be subject to the terms of this reciprocal right of first refusal. Further, this reciprocal right of first refusal shall not affect the option granted by Buyer to Ruth Baker and Joseph Casale d/b/a/ B & C Limited, a Maine general partnership, of even date herewith ("Option"). A transfer of either the Retained Premises or the Granted Premises, or a part thereof, pursuant to a sale in accordance with the terms hereof, or pursuant to the Option, or pursuant to the Mortgage from Buyer to Ruth Baker of even date herewith, shall free the interest so transferred from the operation of this reciprocal right of first refusal. If Seller or Buyer, as appropriate, fails to purchase the premises offered for sale under this reciprocal right of first refusal, the appropriate party shall execute such waiver of that party's right as may be reasonably acceptable to the other party.

10. Except as may be otherwise provided herein, all terms, conditions, easements, rights and obligations contained in this Agreement are appurtenant, running with the Retained Premises and the Granted Premises, and are binding upon the heirs, successors and assigns of Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above-mentioned.

SIGNED, SEALED AND DELIVERED
in the presence of:

Paul S. Zuley
to B&C

Paul S. Zuley
to all

Ruth S. Baker
Ruth S. Baker

X Joseph D. Casale
Joseph D. Casale

B&C Limited, Seller

By: X Joseph D. Casale
Its Partner

By: Ruth Baker
Its Partner

Thomas Tiberii
Thomas Tiberii, Buyer

STATE OF MAINE
Cumberland, SS

Sept. 16, 1993

Then personally appeared the above-named Ruth S. Baker and Joseph D. Casale, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Paul S. Bueger
Notary Public Attorney-at-Law

Paul S. Bueger
(printed name)

STATE OF MAINE
Cumberland, SS

Sept. 16, 1993

Then personally appeared the above-named Thomas Tiberii and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Paul S. Bueger
Notary Public Attorney-at-Law

Paul S. Bueger
(printed name)

A certain lot or parcel of land with the building thereon situated at the corner of Market and Milk Streets in the City of Portland, County of Cumberland and State of Maine, being bounded and described as follows:

Beginning at the intersection of the northerly sideline of Milk Street and the westerly sideline of Market Street, being the corner of the granite plinth of the building on the premises herein described;

Thence, by the northerly line of said Milk Street and by said building line on a course of South $53^{\circ} 22' 36''$ West a distance of forty-one and eight hundredths (41.08) feet to the outside face of the steel plate on the granite plinth of the said building, and land of Ruth S. Baker et al.;

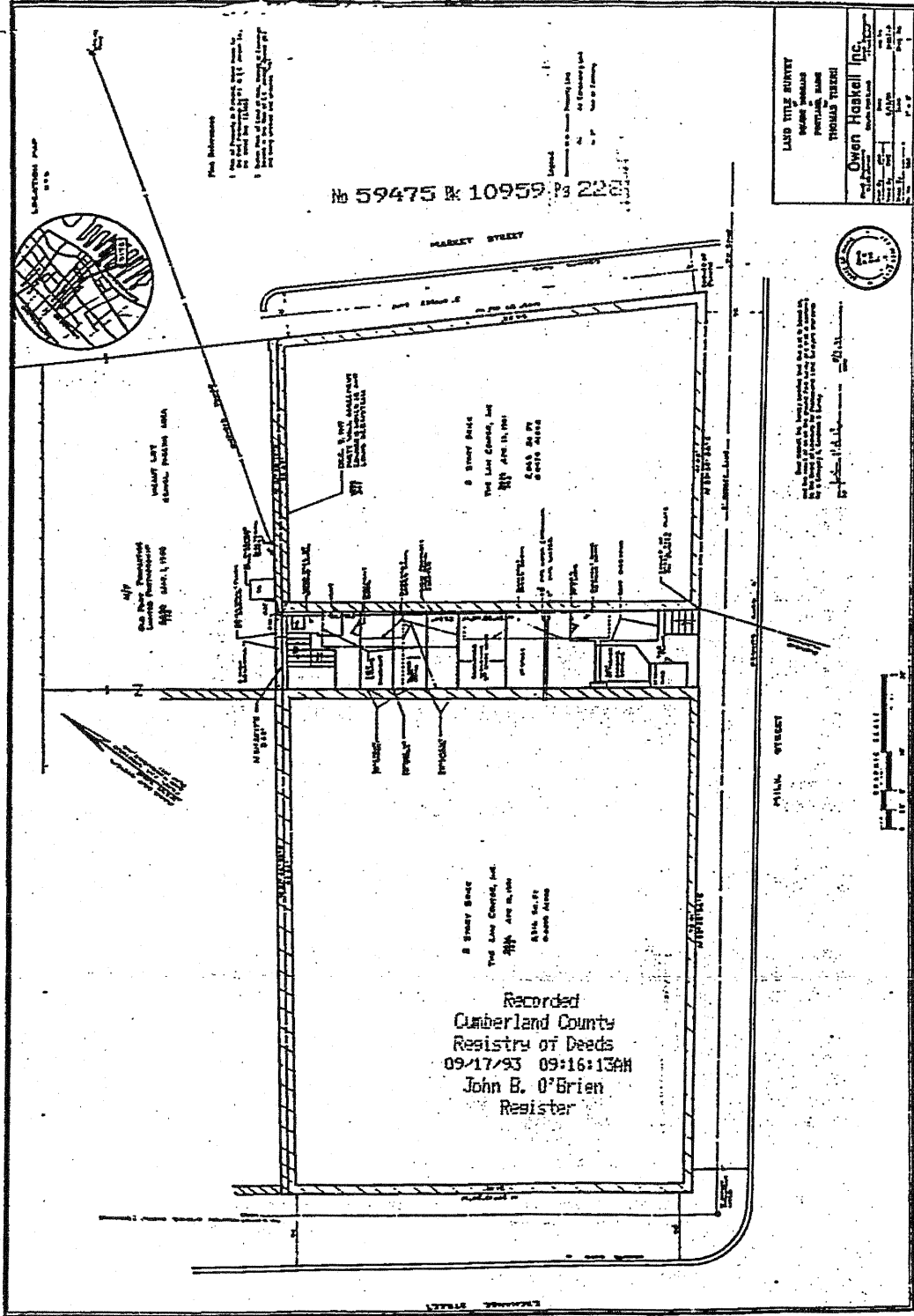
Thence, by said land of Ruth S. Baker et al on a course of North $37^{\circ} 53' 08''$ West a distance of fifty-three and twenty-four hundredths (53.24) feet to a point in the center of a brick party wall, said point being 0.50 feet southwesterly from the southwesterly face of the brick building on the premises herein described;

Thence, along the center of said brick party wall on a course of North $51^{\circ} 28' 17''$ East a distance of five tenths (0.50) feet to the face of said brick building, and thence continuing on same course along the center of said brick party wall an additional thirty-five and nine hundredths (35.09) feet to the westerly sideline of said Market Street, being on the face of said brick building on the premises herein described;

Thence, by the westerly sideline of said Market Street and along the brick face of said building on a course of South $43^{\circ} 37' 06''$ East a distance of fifty-four and eighty-two hundredths (54.82) feet to the point of beginning.

The above-described courses are on the Maine State Grid System West Zone.

The above-described premises contain 2,065 square feet.



No 59475 R 10959 Pa 228

LAND TITLE SURVEY

OWEN HASKELL INC.

DATE	1993
BY	[Signature]
FOR	[Text]
SCALE	1" = 10'



This report is prepared for the use of the client and is not to be used for any other purpose without the written consent of Owen Haskell Inc.

DATE: 11/11/93

Recorded
 Cumberland County
 Registry of Deeds
 09/17/93 09:16:13AM
 John B. O'Brien
 Register

**MARKET MILK PARTNERS, LLC
LIMITED LIABILITY COMPANY AGREEMENT**

THIS LIMITED LIABILITY COMPANY AGREEMENT ("Agreement"), is entered into as of the 20th day of June, 2013, by and among Thomas E. Watson, an individual with an address of 94 Pine Street, Portland, Maine 04102 (the "Manager") and the parties listed on Schedule 1 attached hereto (collectively the "Members").

WITNESSETH:

ARTICLE 1.

FORMATION, PURPOSES, DURATION

Section 1.1 **Formation and Name.**

1.1.1 **Formation.** The Members have formed a Maine limited liability company pursuant to the provisions of 31 M.R.S.A. §1501, et seq the Maine Limited Liability Company Act (as the same may be amended from time to time, "Act") and this Agreement. In connection therewith, the Certificate (as defined below) has been filed, in accordance with the Act, with the Office of the Secretary of State for the State of Maine.

1.1.2 **Name/Maine Registered Office/Agent.** The name of the Company is "MARKET MILK PARTNERS, LLC". The registered office of the Company in the State of Maine shall be at c/o Port Property Management, Inc., having a principal place of business at 104 Grant Street, Portland, ME, 04101 or at such other location as may hereafter be designated by the Manager. The Manager shall have the right to change the identity of such registered agent in the Manager's reasonable discretion and upon notice to the Members.

1.1.3 **Certificate of Formation.** On June 20, 2013, a Certificate of Formation ("Certificate") for the Company was filed with the Maine Secretary of State. The Managers are duly authorized to execute, acknowledge, and/or verify such other documents and/or instruments as may be necessary and/or appropriate in order to establish the Company under the Act and/or to continue its existence in accordance with the provisions of the Act and/or to register, qualify to do business, and/or operate its business as a foreign limited liability company in any other state in which the Company conducts business.

Section 1.2 **Purpose and Powers.** The Company has been formed as a single purpose limited liability company to purchase and acquire the property consisting of a certain parcel of land and the building improvement located thereon which is more commonly identified as 46 Market Street, Portland, Maine (the "Property"), to own, mortgage, lease, operate, manage, improve and sell the Property, and to engage in any activities directly or indirectly related or incidental thereto. The Company shall possess and exercise all of the powers and privileges granted by the Act, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion, or obtainment of the business,



City of Portland, Planning Division
389 Congress Street, 4th Floor
Portland, ME 04101

October 25, 2013

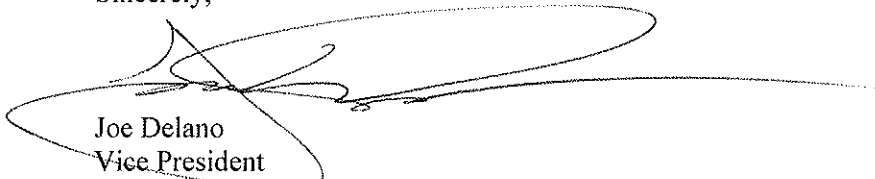
RE: Market Milk Partners, LLC / 46 Market Street, Portland, Maine

To Whom It May Concern:

Bangor Savings Bank has approved financing of the above referenced project, contingent on final permitting/approvals from the City. Market Milk Partners and Tom Watson demonstrate the financial wherewithal and industry expertise to successfully complete the proposed project.

Should you have any questions feel free to contact me at 207-944-1731.

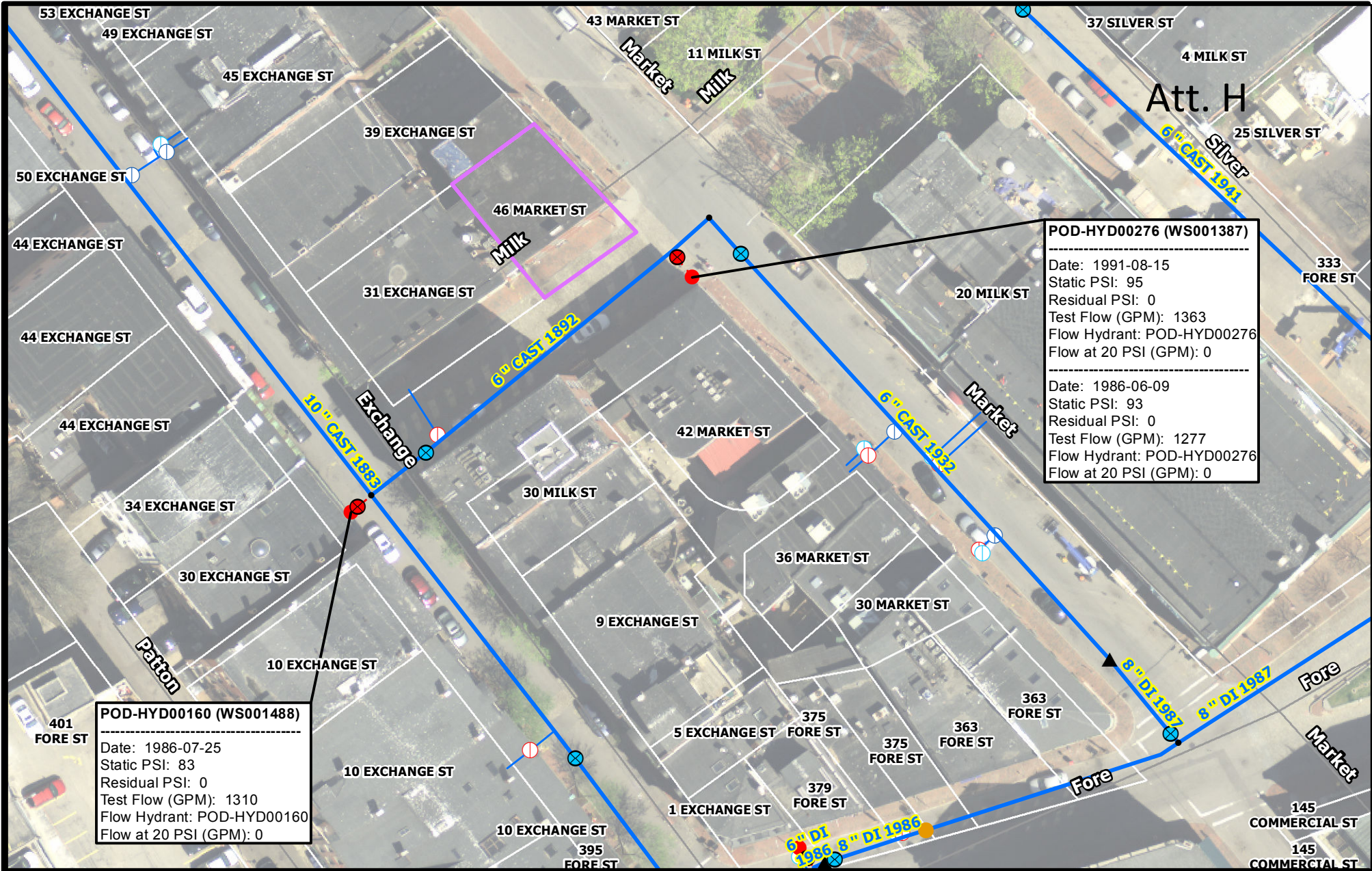
Sincerely,



Joe Delano
Vice President
Bangor Savings Bank







POD-HYD00276 (WS001387)

 Date: 1991-08-15
 Static PSI: 95
 Residual PSI: 0
 Test Flow (GPM): 1363
 Flow Hydrant: POD-HYD00276
 Flow at 20 PSI (GPM): 0

 Date: 1986-06-09
 Static PSI: 93
 Residual PSI: 0
 Test Flow (GPM): 1277
 Flow Hydrant: POD-HYD00276
 Flow at 20 PSI (GPM): 0

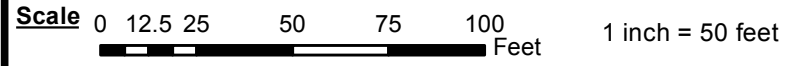
POD-HYD00160 (WS001488)

 Date: 1986-07-25
 Static PSI: 83
 Residual PSI: 0
 Test Flow (GPM): 1310
 Flow Hydrant: POD-HYD00160
 Flow at 20 PSI (GPM): 0

46 Market Street

Portland

PORTLAND WATER DISTRICT
 225 Douglass Street
 Portland, ME 04104



Legend

Air Valve	Connection	Combined Service	Manhole
Blow Off	Attribute Change	Domestic Service	CSO
By Pass	Reducer	Fire Service	Gravity
Distribution	Hydrant	Private Hydrants	Force
Transmission	Hydrant Control	Meter Pits	



Disclaimer: This map is suitable for preliminary study and analysis and is based on PWD record information. PWD is not liable for any damages whatsoever resulting from inaccurate data or from errors made in the location and marking of its infrastructure.

Drawn by: BSJ

Infrastructure Map

Scale: As Noted

Date: October 28, 2013



October 31, 2013

City of Portland Planning Division
City Hall – Fourth Floor
389 Congress Street
Portland, Maine 04101

RE: 46 Market Street – Change of use & increase in dwelling units
Waiver Request (Street Trees)

Dear City of Portland Planning,

On behalf of Tom Watson of Market Milk Partners, LLC & Port Property Management; we'd like to formally request a waiver from city ordinance Section 14-526(b)2.biii – Street Trees. This section allows a waiver to be granted by the following:

'Where the applicant can demonstrate that site constraints prevent the planting of required street trees in the City right of way, or within the first ten feet of the front set back; the Reviewing Authority may allow the applicant to contribute to the City of Portland Tree Fund an amount proportionate to the cost of required street trees'

The property as submitted has an all encompassing site with 100% lot building coverage; no front yard exists for the planting of street trees. Furthermore, the existing historic neighborhood includes brick side walks varying in width from six to seven feet, which significantly restrict the planting of such street trees while allowing adequate clearances for pedestrian access.

The applicant would like to contribute to the City of Portland Tree Fund as necessary in acceptance of this waiver and to satisfying the City of Portland Street Tree ordinance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Provencal', is written over a white background.

Matt Provencal, Assoc. AIA
Architectural Designer
Mark Mueller Architects

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Att. J

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: October 29, 2013

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 46 Market Street

Chart Block Lot Number: 032/ E010/ 001

Proposed Use: 2nd Flr: Residential / 3rd Flr: Residential

Previous Use: 2nd Flr: Office / 3rd Flr: Residential

Existing Sanitary Flows: 560 ± GPD

Existing Process Flows: _____ GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Site Category

Commercial (see part 4 below)	<input type="checkbox"/>
Industrial (complete part 5 below)	<input type="checkbox"/>
Governmental	<input type="checkbox"/>
Residential	<input checked="" type="checkbox"/>
Other (specify)	<input type="checkbox"/>

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: _____ Phone: _____

Owner/Developer Name: Tom Watson - Market Milk Partners, LLC. (dba Port Property Management)

Owner/Developer Address: 104 Grant Street, Portland, Maine 04101

Phone: 207.771.2883 Fax: 207.252.0358 (mobile) E-mail: tom@portpropmgt.com

Engineering Consultant Name: ALBERT FRICK ASSOC. (JAMES LOGAN)

Engineering Consultant Address: 95A COUNTY ROAD GORHAM, ME 04038

Phone: 839-5563 Fax: 839-5564 E-mail: james@albertfrick.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 600± GPD

Peaking Factor/ Peak Times: _____

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

N/A

Total Drainage Fixture Unit (DFU) Values: _____

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

N/A

Estimated Industrial Process Wastewater Flows Generated: _____ GPD

Do you currently hold Federal or State discharge permits? Yes _____ No _____

Is the process wastewater termed categorical under CFR 40? Yes _____ No _____

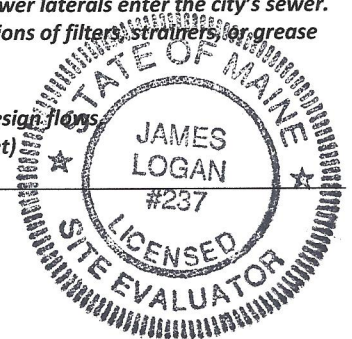
OSHA Standard Industrial Code (SIC): _____

<http://www.osha.gov/oshstats/sicser.html>

Peaking Factor/Peak Process Times: _____

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows either in the space provided below, or attached, as a separate sheet)



Notes, Comments or Calculation

EXISTING USES:

SECOND FLOOR OFFICES 19 EMPLOYEES TOTAL
w/ bathrooms w/ showers @ 20 GPD/employee

$$19 \times 20 = 380 \text{ gpd}$$

THIRD FLOOR

(1) 2 BEDROOM UNIT (RESIDENTIAL) @ 180 gpd

$$380 + 180 = 560 \text{ gpd total existing use}$$

PROPOSED USE: SECOND FLOOR

3 RESIDENTIAL UNITS (1 BEDROOM EACH)

$$@ 120 \text{ gpd/ea} = 3 \times 120 = 360 \text{ gpd}$$

THIRD FLOOR

2 RESIDENTIAL UNITS @ 1 BEDROOM EA,

$$2 \times 120 \text{ gpd} = 240 \text{ gpd}$$

$$360 + 240 = 600 \text{ gpd total estimate flow}$$