

FROM

LIBERTY GROUP, INC.
38 Preble St.
PORTLAND, MAINE 04101

Message
Reply

DATE

11/19/85

PRIORITY

URGENT!
 SOON AS POSSIBLE
 NO REPLY NEEDED

FILE NO

ATTENTION

(207) 772-0548

TO

Sam Hoffses, Building Inspector
City of Portland
Portland City Hall
389 Congress Street
Portland, Maine 04101

SUBJECT

RE: Central Wharf

MESSAGE

Sam:

Enclosed are the most recent permits from the Bureau of Public Lands and the Army Corps of Engineers. Also enclosed are daily field reports from the last few weeks which Jamie promised to forward to you and a list of financial institutions regarding marina systems. Any questions, give me or Jamie a call. Thanks.

SIGNED: *Ruth E. Connolly*
Ruth E. Connolly

DATE OF REPLY

REPLY TO

REPLY

SIGNED: _____

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

Lease No. 15-88D-A

DREDGING OR REMOVAL OF ROCK, SAND, GRAVEL, ETC.
FROM SUBMERGED LAND

This agreement is by and between the State of Maine (the "State") acting by and through the Bureau of Public Lands, a bureau within the Department of Conservation, and Central Wharf Associates (the Grantee). For the considerations hereinafter set forth, the State hereby grants to Grantee pursuant to the provisions of Title 12 M.R.S.A. subsection 514-A, the non-exclusive right to dredge or remove not more than 12,000 cubic yards of rock, gravel, sand, silt and mud (the "material") from certain submerged land owned by the State (the "Property") in the Town of Portland, County of Cumberland, and more particularly described as follows: A certain parcel of Public Submerged Land located in Portland Harbor, Maine, abutting adjacent upland owned by Central Wharf Associates and being adjacent and parallel to the easterly and westerly side of Central Wharf, the exact location and configuration of said property being more particularly described in Attachments A and B which are hereby incorporated into this lease for the purposes described in D.E.P. Wetlands Alteration permit W03-6194-05170 under the following terms and conditions:

1. Term. This agreement shall commence on November 2, 1983 and terminate on November 2, 1988.
2. Minimum Fee. Grantee agrees to pay to the State a one-time fee of \$25.00, payable upon execution hereof.
3. Indemnity. Grantee shall defend or cause to be defended and shall indemnify and save the State harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, or allegedly arising out of, in whole or in part, any activities, or any failure to perform any duties, of Grantee, its agents, contractors or employees, hereunder.
4. Compliance with Law. Grantee shall, in the exercise of any rights granted hereunder, comply with all applicable law and regulations (including the terms and conditions of any permits) of any federal, State and local authority having jurisdiction.
5. Default. In addition to any other right or remedy available hereunder or at law or equity, this agreement may be cancelled by the State upon written notice in the event Grantee shall fail to comply with any term or condition hereof.
6. Refund. In the event Grantee is denied such regulatory permits as are necessary to lawfully exercise the rights granted hereunder, then this agreement shall be void upon such denial and the State shall, upon request by Grantee, refund or equitably adjust the minimum fee paid hereunder, subject to a service charge.

7. Assignment. This agreement may not be assigned, sublet or encumbered without the prior written approval of the State.

8. Notice. Any notice required or permitted hereunder shall be deemed to have been given when actually delivered or when deposited in the United States mail, first class postage prepaid, addressed to the State at the Bureau of Public Lands, Station #22, Augusta, Maine 04333, Attn: Submerged Lands Division or to the Grantee at the address set forth hereinbelow, or at such other address as may have theretofore been specified by a party hereto by written notice to the other pursuant hereto.

9. Miscellaneous. Grantee shall make no use of the Property except that which is expressly authorized by this agreement and the State reserves the right to make such use of the Property as shall not unreasonably interfere with Grantee's operations hereunder. Grantee shall permit no nuisance upon the Property. The State shall have access to the Property, the right to inspect Grantee's operations hereunder and the right to scale material removed from the Property at all reasonable times. Grantee shall pay and discharge promptly all severance, property or other taxes lawfully levied against the Property or the materials removed therefrom.

Dated at Augusta, Maine this 25th day of October, 1985

State of Maine
BUREAU OF PUBLIC LANDS

By: [Signature]
Director

Accepted and agreed to on

October 22, 1985

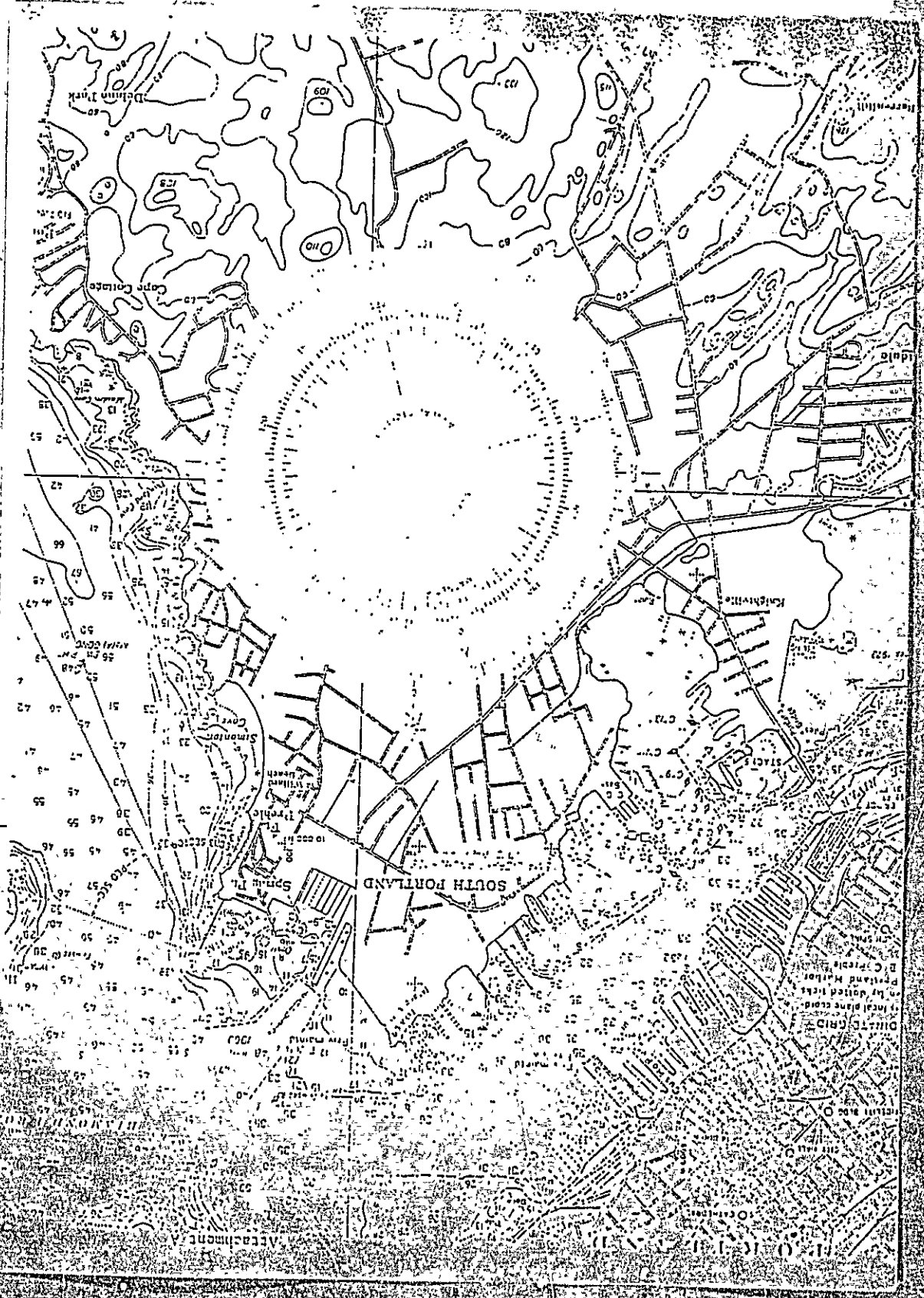
CENTRAL WHARF ASSOCIATES

Grantee

By: [Signature]
Michael A. Liberty, General Partner

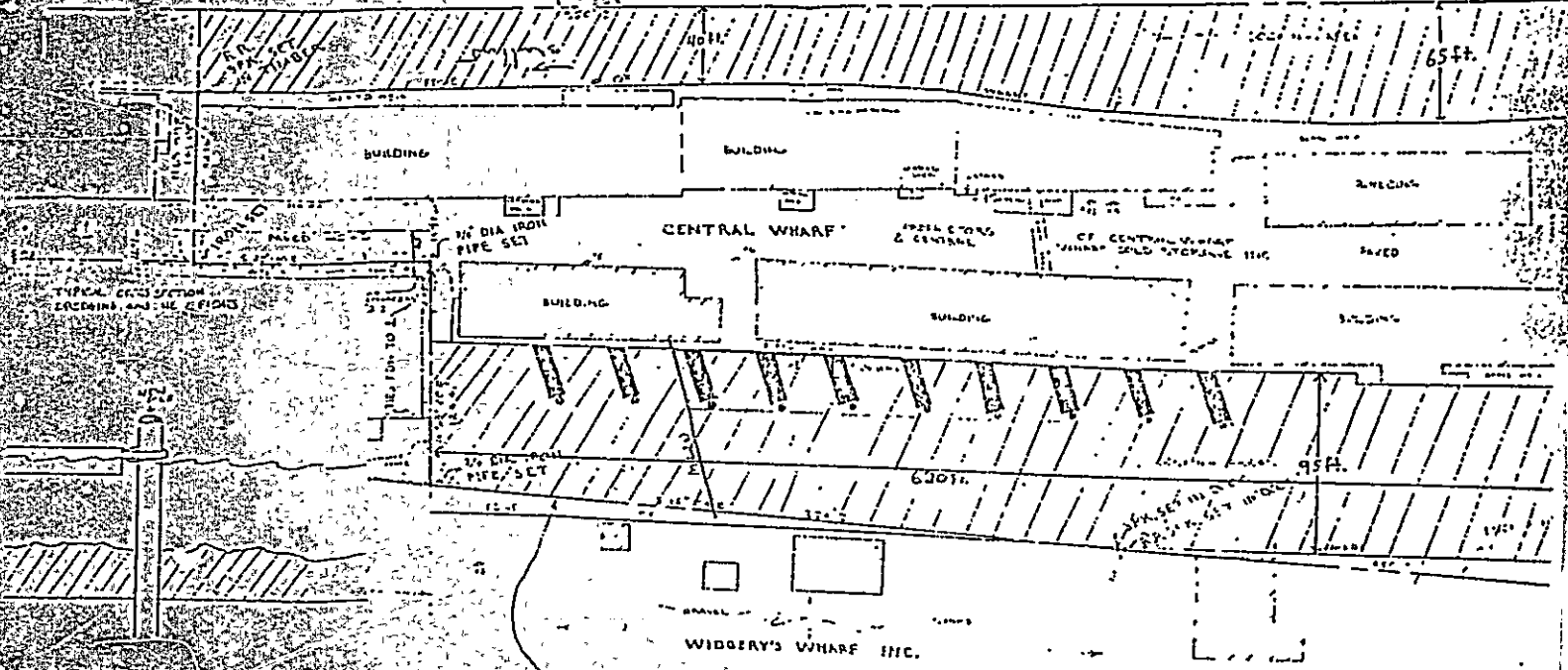
Address: 38 Preble Street

Portland, Maine 04101



POCAHONTAS WHARF

PROPERTY LINE BETWEEN POCAHONTAS & CENTRAL WHARVES ESTABLISHED BY DEED OF CHARLES S. METZELS TO FRANK E. METZEL



PROPERTY LINE BETWEEN CENTRAL & WIDDERY WHARVES ESTABLISHED BY AWARD OF ETHEL SHEPLEY OCT. 3 1853 BOOK 243 PAGE 549

Application No. 13-85-533 ME-PCRE-85-208

Name of Applicant Central Wharf Associates

Effective Date November 6, 1985

Expiration Date (If applicable) _____

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated April 22, 1985 for a permit to:

Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344);

Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532);

Central Wharf Associates
ATTN: David R. Cope, Partner
38 Preble St
Portland, Maine 04101

is hereby authorized by the Secretary of the Army

to
Rehabilitate an existing pile and timber/solid fill wharf to
accommodate a town house complex and an associated marina
described as follows:

(DESCRIPTION OF WORK CONTINUED ON PAGE 3)

in Portland Harbor

at Portland Maine

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings, give file number or other definite identification marks.)

Plans entitled "Central Wharf Associates, Portland, Maine" in 7 sheets undated.

subject to the following conditions:

I. General Conditions:

1. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM 1721, Sep 82

EDITION OF 1 JUL 77 IS OBSOLETE

(28 1146-9-80)

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1344), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1052), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, or any pollutant (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall allow the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in reasonable accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

j. That this permit does not obviate the requirement to obtain state or local consent required by law for the activity authorized herein.

k. That this permit may be either modified, suspended or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be materially false, materially incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not completed on or before 31st day of Dec, 19 88, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition thereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

u. That if the permittee during prosecution of the work authorized herein, encounters a previously unidentified archeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the district engineer.

ii. Special Conditions: (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

1. No structures or vessels attached to them may extend into the Federal Channel.

(DESCRIPTOR OF WORK CONTINUED FROM PAGE 1)

1) The existing structures and facilities on the wharf will be removed and an 85 unit town house complex will be constructed. The units will employ an "over/under" concept (2 town houses over 1 flat) and will have parking for approximately 183 spaces beneath the town houses.

2) The deteriorated pile and timber remains surrounding the wharf will be removed and taken to an upland site. Existing timber pilings and timber cribwork which support the wharf and which have become deteriorated will be replaced. The pile secured float system located along the facility's western side will be removed and taken upland. Additionally, approximately 50 cubic yards of stone fill will be placed below the high tide line along approximately 230' of the western side of the wharf to prevent undermining of the existing stone fill and cribwork.

3) Install and maintain a 55 slip marina complex consisting of an 8'x 590' float complex running along the wharf's western side; a series of 22 pile secured finger floats attached perpendicular to the 8'x 590' complex measuring 4'x 20' (7), 4'x 30' (9) and 4'x 40' (6); and an "E" shaped pile secured float complex located immediately in front of and to the south of the wharf measuring 10'x 160' with three 10'x 160' fingers oriented east-west. The entire complex will extend approximately 190' beyond the waterward limit of the wharf. Both systems will be accessible by two 5'x 35' ramps.

4) Construct and maintain a pile and timber deck which will surround the existing wharf varying in width from 5'-30'. Timber fender piles will be driven 10' on center along the deck's outside face of the eastern side of the wharf and 20' on center along the western and southern sides. The two float complexes will be secured to the fender piles along the western and southern sides.

The following Special Conditions will be applicable when appropriate:

STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:

- a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.
- b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.
- c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
- d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.
- e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored therefrom damage by wave wash and the permittee shall not hold the United States liable for any such damage.

MAINTENANCE DREDGING:

- a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for _____ years from the date of issuance of this permit (ten years unless otherwise indicated);
- b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

- a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the Clean Water Act and published in 40 CFR 230;
- b. That the discharge will consist of suitable material free from toxic pollutants in toxic amounts.
- c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution.

DISPOSAL OF DREDGED MATERIAL INTO OCEAN WATERS:

- a. That the disposal will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.
- b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or disposal of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

Robert M. Smoore
PERMITTEE

Nov. 6, 1985
DATE

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Edward D. Hammond, LTC.
DISTRICT ENGINEER
U.S. ARMY CORPS OF ENGINEERS

Nov 6, 1985
DATE

Transferee hereby agrees to comply with the terms and conditions of this permit.

Charles J. Cofe
TRANSFEREE

November 13, 1985
DATE

FINANCIAL INSTITUTIONS FINANCING MARINA SYSTEMS

U.S. Bank
Galveston, TX

Tel. 409-763-4151

Attn: Mary Ainsle
Senior Vice-President

Allied Bank
Seabrook, TX

Tel. 713-474-2501

Attn: Joe Henkel, President

Weyerhaeuser Mortgage Co.
Seattle, WA

Tel. 206-822-5583

Attn: Diane Stelmach
Vice-President

Reference to Basil Stetson

Rainier Bank
Seattle, WA

Tel. 206-621-5174

Attn: Vern Madsworth (Commercial)

Tel. 206-621-3036
Attn: Dale Nelson (Consumer)

Reference to Basil Stetson



STATE OF MAINE
Department of Environmental Protection



SITE LOCATION OF DEVELOPMENT LICENSE

License Number: #L-010993-87-A-N Effective Date: August 16, 1985

LICENSEE: CENTRAL WHARF ASSOCIATES

ADDRESS: Portland, Maine

is hereby granted a Site Location of Development License from the State of Maine, Department of Environmental Protection, pursuant to the provisions of Maine Revised Statutes, Title 38, Section 481, for the following activity:

to build an 85 unit condominium complex in Portland, Maine

subject to the attached Department Order dated August 16, 1985.

Given under our hand and seal this 16th day of August, 1985.

BY: 
Commissioner

Department of Environmental Protection



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17
AUGUSTA, MAINE 04333

DEPARTMENT ORDER
IN THE MATTER OF

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-37-A-N

} SITE LOCATION ORDER

} FINDINGS OF FACT AND ORDER

Pursuant to the provision of title 38, M.R.S.A., Section 483, the Department of Environmental Protection has considered the application of CENTRAL WHARF ASSOCIATES with its supportive data, staff summary, agency review comments, and other related materials on file and finds the following facts:

1. Nature of project: The applicant proposes the reconstruction of Central Wharf in Portland, Maine, to include 183 parking spaces at the base level followed by 3 levels of condominiums. Presently, Central Wharf is used commercially and has 2, 1 story frame buildings; 2, 2 story frame buildings; and 1, 2 story metal building. The total area above mean high water is approximately 93,500 square feet. The existing wharf elevation is +9.0 feet. The applicant proposes to dismantle the existing structures on the wharf, to fill in an eroded section of the wharf and to construct 57,618 square feet of parking area on the reconstructed wharf which will be at an elevation 1 foot lower than the existing elevation. The applicant then proposes to build the 3 levels of condominiums over the proposed parking area. These units will be pile supported and will be oriented as shown on the plans dated March 21, 1985. Also, a group of 'skip-stop' condominiums will be constructed at the entrance of the wharf. This condominium group will also have 3 levels and will have the highest ridgepole height of approximately 60 feet above ground level. A total of 85 condominium units will be divided among 7 separate buildings as oriented on the plans dated March 21, 1985. Landscaping will also be oriented as shown on the plans dated March 21, 1985. The applicant also proposes to modify the existing wharf with by installing a pile supported deck 5+ feet wide surrounding the reconstructed wharf, and by installing a series of floats as oriented in the revised marina plan dated April 12, 1985. The marina floats will extend from the southern end of the wharf a maximum of 160 feet and will not cross the Harbor Commissioner's line. New piles to be driven for the proposed marina are also shown on the revised marina plan dated April 12, 1985. The applicant also proposes to dredge approximately 12,000 cubic yards of material in accordance with Board Order #03-6194-05170 dated December 15, 1983 which was issued to the previous owner of Central Wharf.
2. Financial Capacity and Technical Ability: The applicants banker has submitted a letter confirming a willingness to finance the proposed project which is estimated to cost approximately 12,000,000 dollars. Also, the applicant has hired several local engineers to design and study the effects of the proposed development.
3. Solid Waste Disposal: Due to the noncompliance of the Regional Waste Systems landfill, the applicant has submitted a signed contract for the hauling and disposal of all solid waste to be generated by the proposed development to Consolidated Waste Services, Inc., in Norridgewock, Maine. Solid waste to be generated during construction is estimated to be 5,104 cubic yards. Post construction generation is estimated to be 1,240 cubic yards per year.

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-87-A-N

2 SITE LOCATION ORDER
)
)
FINDINGS OF FACT AND ORDER

4. Water Supply and Sewage Disposal: A letter confirming the presence of a 12 inch water main in Commercial Street and its adequacy to serve the proposed development has been received. Also, letters confirming the capability of the sewer piping and the sewer treatment facility to transport and treat the estimated daily flow of 25,500 gallons per day to be generated by the proposed development have been received.
5. Traffic: The applicant has had a traffic study done to determine the existing traffic conditions and the expected impact of the proposed project. Presently daily traffic volume on Commercial Street in the vicinity of the project site is estimated at 9,350 vehicles. As a result of the project, daily traffic to the south of the site is expected to increase to 9,602 vehicles, while daily traffic to the north of the site is expected to increase to 9,592 vehicles. This represents an increase in the daily traffic volume of 2.7 percent south of the site and 2.6 percent north of the site. Similarly, traffic increases during the peak hours are expected to be less than 3 percent. Commercial Street is 80 feet wide including parking spaces on either side and is in fair condition. The Maine Department of Transportation is in the planning stage of up-grading Commercial Street. The development will have one interior road which will be 300+ feet long and pass through a 35 foot right-of-way. Travelway for this road will be 20 feet wide with 2 to 7.5 foot shoulders.
6. Soils: The existing fill materials comprising Central Wharf will not provide sufficient support for permanent structures such as the proposed condominiums. Such permanent structures will, however, be supported on friction piles driven through the existing fill and sandy silt into the silty clay. Construction will meet as a minimum the specifications recommended in the submitted soils report dated February 14, 1985.
7. Erosion Control: Due to the nature and location of this project no significant change in runoff will occur. All roof drains, surfaces, and roadways will discharge directly into Portland Harbor. Whatever soil that is disturbed during construction will be protected from erosion by the placement of erosion control mesh and screening.

BASED on the above findings of fact, the Department makes the following conclusions,

- A. The applicant has provided adequate evidence of financial capacity and technical ability to meet air and water pollution control standards provided final financing arrangements are submitted for review and receive approval of the Commissioner.
- B. The applicant has made adequate provision for solid waste disposal, the control of offensive odors, and the securing and maintenance of sufficient and healthful water supplies.
- C. The applicant has made adequate provision for traffic movement of all types into, out of or within the development area.

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-87-A-N

3 SITE LOCATION ORDER
} FINDINGS OF FACT AND ORDER

- D. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character or natural resources in the municipality or in neighboring municipalities.
- E. The proposed development will be built on soil types which are suitable to the nature of the undertaking.
- F. The proposed development will not pose an unreasonable risk that a discharge to a significant ground water aquifer will occur.

THEREFORE, the Department APPROVES WITH THE ATTACHED CONDITIONS the application of CENTRAL WHARF ASSOCIATES to build an 85 unit condominium complex in Portland, Maine, in accordance with the following conditions:

- 1. The Standard Conditions of Approval, a copy attached.
- 2. The applicant shall, prior to construction, submit final financing arrangements for review and receive approval from the Commissioner by December 20, 1985.

DONE AND DATED AT AUGUSTA, MAINE, THIS 16TH DAY OF AUGUST, 1985.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
HENRY E. WARREN, Commissioner

PLEASE NOTE ATTACHED SHEET FOR APPEAL PROCEDURES....

1

STATE OF MAINE
SUBMERGED LAND LEASE

THIS SUBMERGED LAND LEASE REPLACES SUBMERGED LAND LEASE #129-13
PREVIOUSLY ISSUED TO JANE CREE DATED 11-30-83.

NO. 10-14

This is a lease conveying to you certain, limited rights in the submerged lands of the State of Maine. It is not your environmental permit to use these lands. Please read the lease carefully; and abide by its terms.

THIS LEASE is entered into by the Bureau of Public Lands, an agency of the State of Maine Department of Conservation, by its Director acting pursuant to the provisions of P.L. 1975 Ch. 287, hereinafter the "Lessor" and Central Wharf Associates of 38 Preble Street, Portland, Maine hereinafter the "Lessee". Lessee is () individual (X) partnership () corporation () other (Check one). If Lessee is "other" please describe below and if Lessee is corporation, it is incorporated under the laws of Maine. Lessor hereby leases to Lessee on the terms and conditions hereinafter set forth, the following described (intertidal and/or submerged) land situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in Portland Harbor, Portland, Maine, consisting of a total area of 67,580 +/- square feet abutting adjacent filled submerged land beneath Central Wharf, Central Wharf being now or formerly owned by Central Wharf Associates. Said public submerged land is further hereby incorporated into this lease (leased area is outlined in Attachment B)

or so much of the above described premises the use of which is actually permitted by the terms of all permits issued by those regulatory agencies of the State of Maine lawfully assuming jurisdiction over the above described premises or any alteration thereof within the calendar year next following the creation of this leasehold. The intertidal and/or submerged land leased hereunder is hereinafter referred to as the "leased premises."

1. TERM. This lease shall commence on the 10th day of May, 1985 and continue to the 30th day of September, 2014.

2. USE. Lessee, his guests, servants, agents, lessees or assignees are hereby authorized to use the leased premises for the purpose of a float and piling system, as described in DEP Wetlands Alteration application # L-010903-87-A-N. and for no other purposes.

3. OTHER USES. Lessor reserves the right to make such other uses of the leased premises, including by way of example and without limitation, the right to permit pipes to be laid

thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of the premises.

4. REGULATORY PERMITS. There is incorporated herein by reference any and all permits by any regulatory agency of the United States or the State of Maine or any political subdivision thereof, having jurisdiction over the activities on the intertidal and/or submerged lands contemplated by this Lease, which permits and conditions thereof, shall be a part of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on or over the leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, then this Lease shall be void. In the event any regulatory agency of the United States or the State of Maine or any political subdivision thereof denies or disapproves any portion of any application by the Lessee for the use of the above described premises or any portion thereof, this Lease shall be void as to the denied or disapproved use, as of the date of such denial or disapproval. Rental payments made by Lessee for such denial or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge.

5. ASSIGNMENT. Any and all rights leased herein by Lessor may be assigned or sublet by Lessee, subject to the terms and conditions of this Lease. Notwithstanding any such assignment or sublease, Lessee shall remain liable for compliance with the terms and conditions of this lease.

6. RENTAL. Rental shall be payable hereunder as follows:

\$2,027.40 per year payable on or before each October 1st throughout the term hereof, rental for the ~~first full year~~ and any fraction of the current year being due and payable upon execution hereof.

Payment is to be made to the offices of the Bureau of Public Lands in Augusta, Maine. Any checks are to be made payable to the order of the Treasurer, State of Maine. Following the fifth anniversary date of the date hereof, Lessor may adjust the rental hereunder from time to time, but not more frequently than once in each five year period during the term hereof, except that an additional rental adjustment may be made in each five year period when it is necessary to conform to officially adopted policies of the Bureau, by giving Lessee at least 120 days notice of Lessor's intention to adjust the rental as of a certain date (the "adjustment date"). The rental shall be equal to the then fair market rental value of the leased premises (exclusive of improvements by Lessee hereunder) as mutually agreed upon by

Lessor and Lessee or, failing such agreement prior to the adjustment date, as set by binding arbitration. Both parties agree to cooperate with each other and to take all reasonable steps to facilitate the expeditious resolution of any arbitration. Lessee shall pay upon demand all expenses of arbitration, as additional rental hereunder, but Lessee shall be entitled to a credit for one-half of such expenses against the rental first due following the adjustment date with respect to which there was arbitration. Adjusted rental shall be paid, retroactive to the adjustment date, within 10 days following the establishment of the adjusted rental by arbitration.

7. **PROPERTY TAXES.** Lessee shall pay when due all taxes, charges, assessments and other impositions lawfully levied upon the leased premises and the buildings, improvements and fixtures on the leased premises by any governmental entity.

8. **INDEMNITY.** Lessee agrees to defend or cause to be defended and to indemnify and hold the Lessor harmless from and against any and all manner of claims, suits, expenses, damages or causes of action for damages arising out of, or allegedly arising out of, in whole or in part, the use or occupancy of the premises by Lessee, its agents, contractors, employees and invitees.

9. **MAINTENANCE.** Lessee shall, at its expense, keep the leased premises free of garbage, refuse and similar material and shall maintain all improvements on the leased premises in good condition and repair, reasonable wear and tear only excepted.

10. **GENERAL RESTRICTIONS.** No nuisance shall be permitted to exist on the leased premises. No minerals (including sand and gravel in commercial quantity) shall be removed from the leased premises and no rock, earth, ballast, garbage or other material deposited upon the leased premises without the prior written consent of Lessor.

11. **CASUALTY.** In the event the improvements erected on the leased premises are substantially destroyed by fire or other casualty and Lessee does not, within two years following such casualty, rebuild the improvements for the uses and at a size not exceeding those specified in this Lease, the Lessor may cancel this Lease upon notice to Lessee.

12. **DEFAULT.** The following events shall be deemed to be events of default hereunder: (A) Lessee shall fail to pay when due any rent payable hereunder, (B) Lessee shall fail to comply with any other provision of this Lease and shall not cure such failure of compliance within 30 days after notice thereof to Lessee, or if such failure of compliance cannot be cured within 30 days, if Lessee shall not promptly and diligently undertake to cure such failure of compliance and cause the same to be cured as soon as the nature of the failure of compliance permits, (C) Lessee shall make a transfer in fraud of creditors or be adjudged bankrupt or insolvent in any proceedings, (D) a receiver or

trustee shall be appointed for all or substantially all assets of Lessee, (E) Lessee shall abandon any substantial portion of the leased premises. Upon the occurrence of any such event of default, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, cancel this lease without notice or demand to Lessee and enter and take possession of the leased premises. Lessee shall be liable to Lessor for loss and expenses incurred by reason of such termination.

13. ENTRY. The Lessor, its agents and representatives shall have access to the premises at all reasonable times for the purpose of inspecting the same and securing compliance with the terms and conditions of this Lease.

14. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered or when deposited in the United States mail, first class postage prepaid, addressed as follows: To the Lessor: Bureau of Public Lands, State House, Station 22, Augusta, Maine 04333, ATTN: Submerged Lands Division. To the Lessee: at the address given by the Lessee below or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

15. ALTERATION. Lessee may make no alteration to the premises except that specifically authorized by the regulatory permits which are issued directly following and which form a part of this Lease, without Lessor's prior written consent.

16. IMPROVEMENTS. Upon the expiration or cancellation of the term hereof, regardless of the reason for same, Les or shall become the owner of all improvements and structures erected upon the leased premises or Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense and to restore the premises to the condition in which they existed at the commencement of the term hereof.

17. MISCELLANEOUS. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease, shall be deemed a waiver of or a consent to any subsequent breach of the same or any other provision. Lessee may not, without Lessor's prior written consent, file this Lease of record, or cause or permit the same to be filed of record. Lessor makes no warranty of Lessee's leasehold estate and in the event of any lawful ejectment of Lessee Lessor shall refund to Lessee any rentals theretofore paid to Lessor hereunder. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities having jurisdiction over the leased premises. This

Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

The Lessee expressly agrees to all terms and conditions herein, and binds himself for the payment of the rental hereinbefore specified.

Executed this 12th day of July, 1985.

Lessee: David R. Cope
CENTRAL WHARF ASSOCIATES
David R. Cope
General Partner

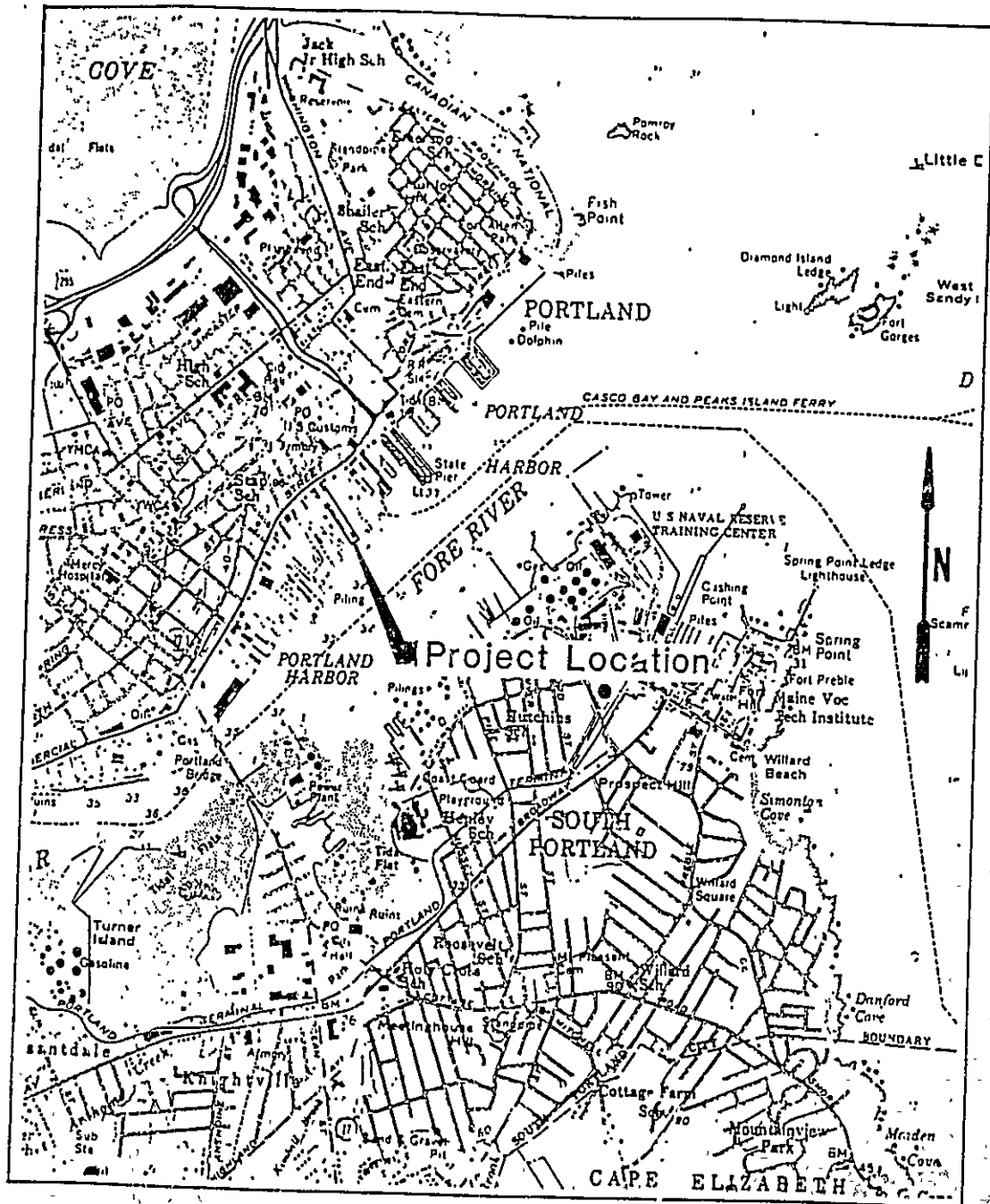
Lessor: State of Maine
Department of Conservation
BUREAU OF PUBLIC LANDS

By: [Signature]
(Director)

(Print name and title)
Lessee's Address:

CENTRAL WHARF ASSOCIATES
38 Preble Street
Portland, ME 04101

ATTACHMENT A



KIMBALL CHASE COMPANY INC.
53 Front Street
Bath, Maine 04530

ATTACHMENT B

RIGHT
WAY

H. PILLAR

BOTTOM
ELEV. (ft)
G-10

20' @ 20' O.C.

14.0

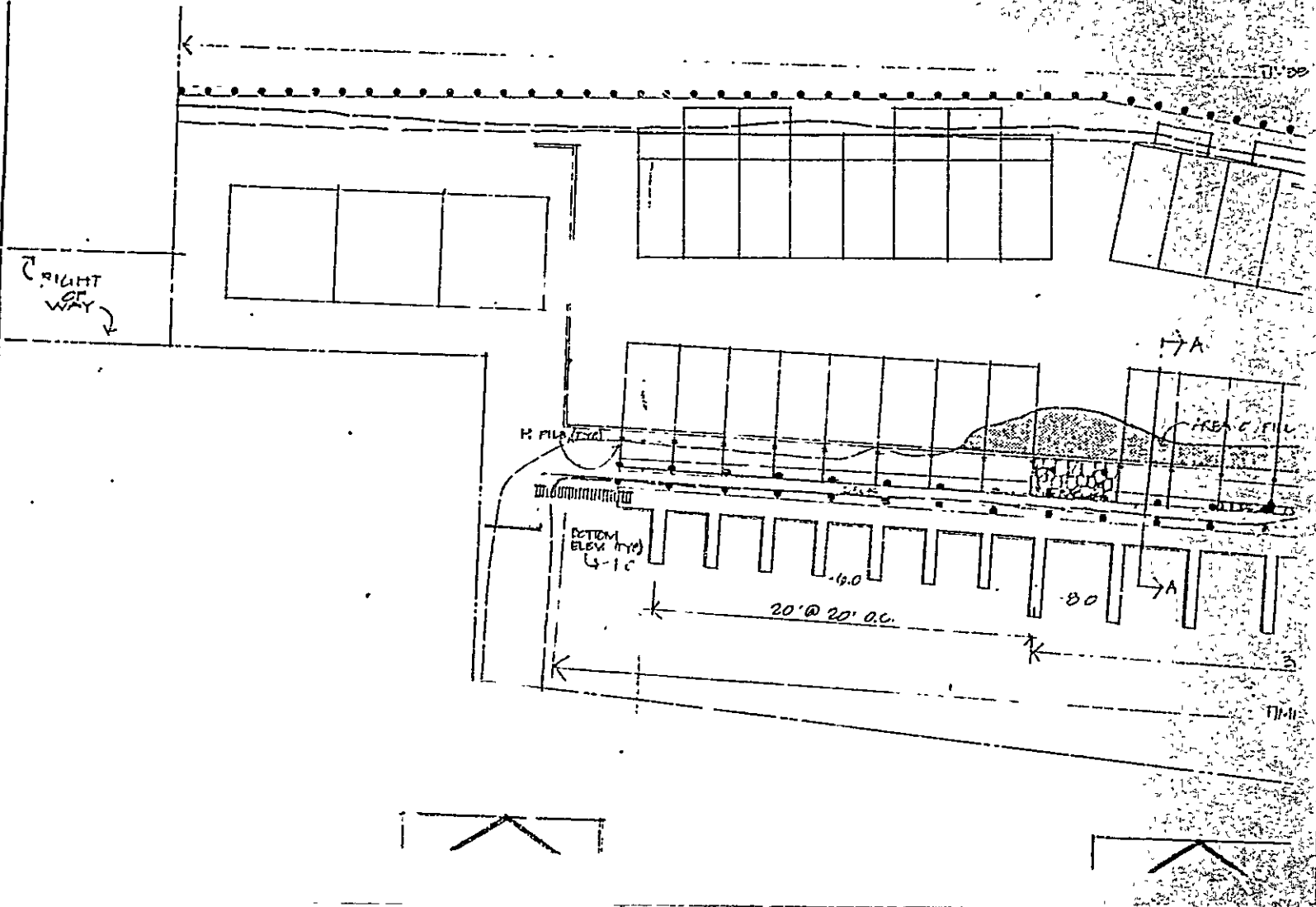
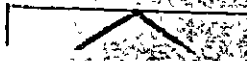
8.0

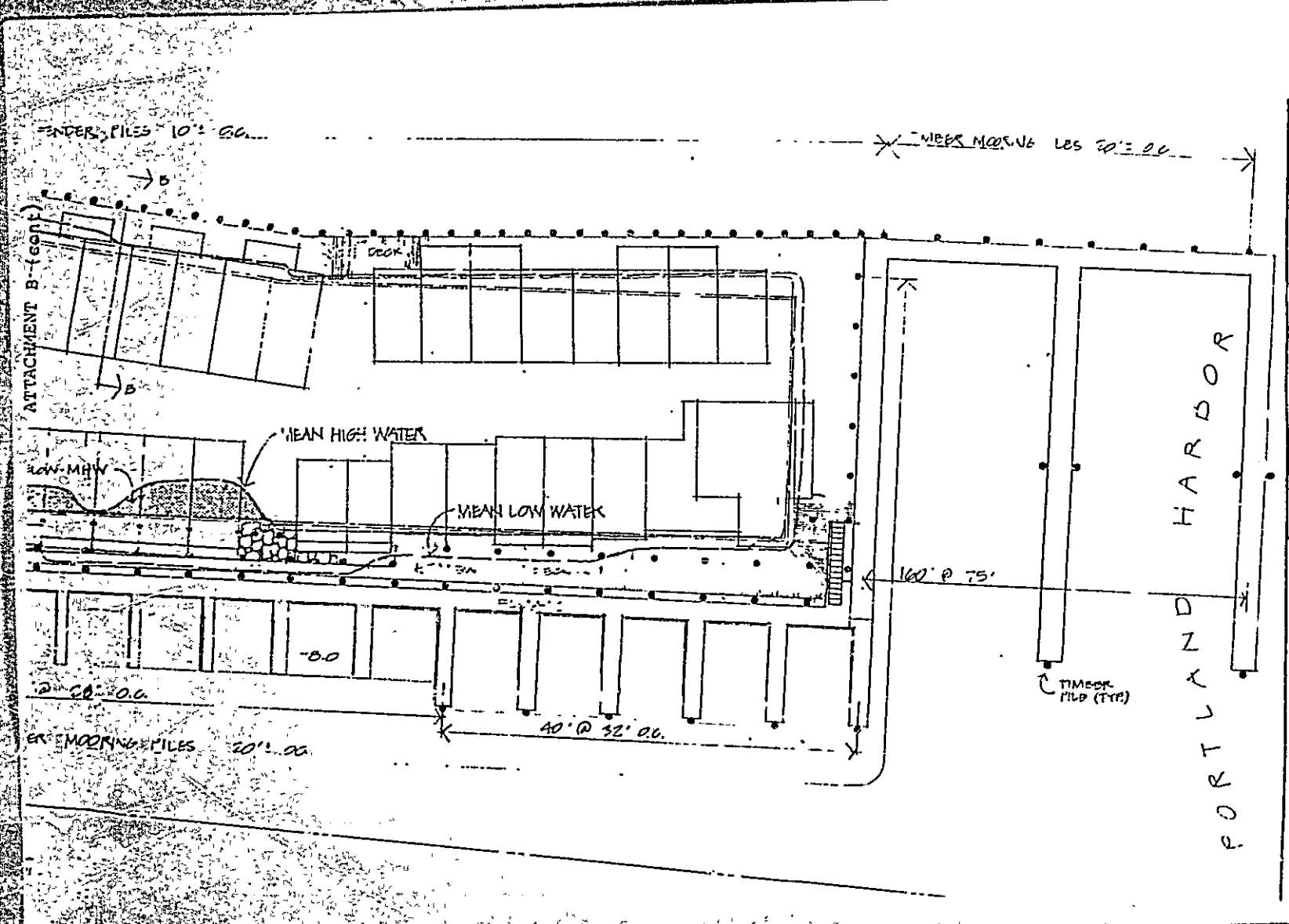
A

H. PILLAR

A

11.11





STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.

1. This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents is subject to the review and approval of the Board prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited, without prior approval by the Board of Environmental Protection, and the applicant shall include deed restrictions to this effect.
2. The applicant shall secure and comply with all applicable Federal, State and local licenses, permits, authorizations, conditions, agreements, and orders, prior to or during construction and operation as appropriate.
3. The applicant shall submit all reports and information requested by the Board or Department demonstrating that the applicant has complied or will comply with all conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
5. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
6. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. Reapplications for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of a new approval, if granted. Reapplications for approval may include information submitted in the initial application by reference.
7. If the approved development is not completed within five years from the date of the granting of approval, the Board may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the five-year period.
8. A copy of this approval must be included in or attached to all contract bid specifications for the development.
9. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)

Revised November 1, 1973



JOSEPH E. BRENNAN
GOVERNOR

STATE OF MAINE

Department of Environmental Protection

MAIN OFFICE, RAY BUILDING, HOSPITAL STREET, AUGUSTA
MAIL ADDRESS, State House Station 17, Augusta 04333

RIGHTS OF REVIEW AND APPEAL

Any person aggrieved by a decision by the Board of Environmental Protection ("Board") or the Commissioner of Environmental Protection ("Commissioner") has the following rights of review and appeal:

I. For any decision by the Board:

A. Reconsideration by the Board:

Within 30 days after the applicant receives a Board decision any person aggrieved by the decision may petition the Board, in writing, to secure reconsideration of the decision. If the Board decision was made without a public hearing, the aggrieved applicant may also make a request, in writing, for a hearing. The petition shall include, but not be limited to, the findings, conclusions or conditions objected to, believed to be in error, the basis of the objections or challenge and remedy sought and the nature of any new or additional evidence to be offered.

The Board shall, within 30 days after receiving such a petition and after appropriate notice, grant the petition in full or in part; dismiss the petition in full or in part; or order a public hearing to be held within 45 days.

B. Judicial appeal:

Any person aggrieved by a final Board decision is entitled to judicial review by filing a petition in Superior Court for Kennebec County or in Superior Court for the county where: (1) the aggrieved person resides or has his principal place of business; or (2) the activity or property which is the subject of the proceeding is located.

The petition for review shall be filed within 30 days after receipt of notice if taken by a party to the proceeding of which review is sought. Any other person aggrieved shall have 40 days from the date the decision was rendered to petition for review.

The petition for review shall be sent by certified mail, return receipt requested, to the Department, all parties to the proceeding, and the Attorney General.

II. For a decision by the Commissioner:

A. Where the Legislature has delegated authority to the Commissioner to act on certain applications: Within 30 days after the

• Portland •

REGIONAL OFFICES

• Bangor •

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IRY E. WARREN
MISSIONER

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applicant receives a Commissioner decision, relative to any Legislatively-delegated license or permit, any person aggrieved by the decision may appeal to the Board for a review of the Commissioner's decision. The notice of appeal shall include, but need not be limited to, the findings, conclusions or conditions objected to or believed to be in error, the basis of the objections or challenge, the remedy sought, and the nature of any new or additional evidence to be offered. The Board's review shall be limited to the matters at issue in the written appeal.

The Board shall, within 30 days after receiving such an appeal and after appropriate notice, affirm, affirm with conditions, reverse the decision of the Commissioner, or order a public hearing to be held within 45 days.

B. Where the Board has delegated authority to the Commissioner to act on other applications: Within 30 days after the applicant receives a Commissioner decision, relative to any Board-delegated license or permit, any person aggrieved by the decision may appeal to the Board for a review of the Commissioner's decision. The notice of appeal shall include, but need not be limited to, the findings, conclusions or conditions objected to or believed to be in error, the basis of the objections or challenge, the remedy sought and the nature of any new or additional evidence to be offered. The Board's review shall be limited to the matters at issue in the written appeal.

The Board shall, within 30 days after receiving such an appeal and after appropriate notice, either affirm, affirm with conditions, or reverse the decision of the Commissioner, or order a public hearing to be held within 45 days.

The Board reserves the right to review the Commissioner's decision on any Board-delegated application at the next regularly scheduled Board meeting after such action. If the Board takes no action at such meeting, the Commissioner's decision is final, subject to the preceding two paragraphs.

PLEASE NOTE:

1. Because a person other than the applicant may file an appeal, commencing work on an approved project before the appeal or review period has expired entails a risk that the approval may be altered. Applicants should assess the likelihood and extent of such a risk before commencing work.

2. The filing of a petition for review or appeal does not operate as a stay of the final agency action.

3. Further information concerning review and appeal may be found in the Maine Administrative Procedure Act (5 M.R.S.A. Section 8001 et seq.) and Department of Environmental Protection statutes (38 M.R.S.A. Section 341 et seq.) and regulations.

4. You may contact the Department's Division of Public Assistance, 289-3901 if you have any question about the review and appeal procedures.

PLUMBING APPLICATION

bid 3

Department of Human Services
Division of Health Engineering
(207) 269-3826

PROPERTY ADDRESS

Town Or Plantation: Portland, Maine
 Street: Central Wharf
 Subdivision Lot #: Commercial Street

PROPERTY OWNERS NAME

Liberty Group

Last: _____ First: _____

Applicant Name: Warren Mechanical, Inc.

Mailing Address of Owner/Applicant (if Different): P.O. Box 149
Westbrook, Maine 04092

PORTLAND

PERMIT # 1,630 TOWN COPY

L 3125186

Amelia J. Williams
Local Plumbing Inspector Signature

FEE: \$ _____ Double Fee Charged

L.P.I. # _____

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit

Signature of Owner/Applicant: _____ Date: _____

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

Local Plumbing Inspector Signature: _____ Date Approved: APR 15 1987

PERMIT INFORMATION

This Application Is for

1 NEW PLUMBING

2 RELOCATED PLUMBING

Types Of Structure To Be Served:

1 SINGLE FAMILY DWELLING

2 MODULAR OR MOBILE HOME

3 MULTIPLE FAMILY DWELLING

4 OTHER - SPECIFY _____

Plumbing To Be Installed By:

1 MASTER PLUMBER

2 OIL BURNERMAN

3 MFG D. HOUSING DEALER/MECHANIC

4 PUBLIC UTILITY EMPLOYEE

5 PROPERTY OWNER

LICENSE # 10,23,4,5

Number	Hook-Ups And Piping Relocation	Number	Column 2 Type Of Fixture	Number	Column 1 Type Of Fixture
	HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District		Hosebibb / Siphonck	20	Bathub (and Shower)
			Floor Drain	10	Shower (Separate)
			Urinal	15	Sink
	HOOK-UP: to an existing subsurface wastewater disposal system		Drinking Fountain	40	Wash Basin
			Indirect Waste	10	Water Closet (Toilet)
			Water Treatment Softener, Filter, etc.	15	Clothes Washer
	PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures		Grease/Oil Separator	15	Dish Washer
			Dental Cuspldr		Garbage Disposal
			Bidet		Laundry Tub
	Hook-Ups (Subtotal)		Other _____	15	Water Heater
\$	Hook-Up Fee		Fixtures (Subtotal) Column 2	170	Fixtures (Subtotal) Column 1
					Fixtures (Subtotal) Column 2
				170	Total Fixtures
				\$ 200	Fixture Fee
				\$	Hook-Up Fee
				\$ 200	Permit Fee (Total)

SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE

TOWN COPY

PLUMBING APPLICATION

Department of Human Services
Division of Health Engineering
(207) 289-3826

PROPERTY ADDRESS

Town Or Plantation: Portland, Maine

Street: Central Wharf

Subdivision Lot #: Commercial Street

PROPERTY OWNERS NAME

Last: Liberty Group First:

Applicant Name: Warren Mechanical, Inc.

Mailing Address of Owner/Applicant (if Different): P.O. Box 149 Westbrook, Maine 04092

PORTLAND PERMIT # 1,633 TOWN COPY

Local Plumbing Inspector Signature

FEE \$ _____ L.P.I. # _____

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

Signature of Owner/Applicant Warren Mechanical, Inc. 5-21-88

Signature of Owner/Applicant Date

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

MAY 8 - 1987

Local Plumbing Inspector Signature _____ Date Approved _____

PERMIT INFORMATION

This Application is for:

- NEW PLUMBING
- RELOCATED PLUMBING

Type Of Structure To Be Served:

- SINGLE FAMILY DWELLING
- MODULAR OR MOBILE HOME
- MULTIPLE FAMILY DWELLING
- OTHER - SPECIFY _____

Plumbing To Be Installed By:

- MASTER PLUMBER
- OIL BURNERMAN
- MFG D. HOUSING DEALER/MECHANIC
- PUBLIC UTILITY EMPLOYEE
- PROPERTY OWNER

LICENSE # 10, 2, 3, 4, 5

Number	Hook-Ups And Piping Relocation	Number	Column 2 Type Of Fixture	Number	Column 1 Type Of Fixture
	HOOK-UP to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.		Hosebibb / Sillcock	15	Bathtub (and Shower)
			Floor Drain	7	Shower (Separate)
			Unnal	12	Sink
	HOOK-UP to an existing subsurface wastewater disposal system.		Drinking Fountain	32	Wash Basin
			Indirect Waste	32	Water Closet (Toilet)
			Water Treatment Softener, Filter, etc	12	Clothes Washer
			Grease/Oil Separator	12	Dish Washer
	PIPING RELOCATION: of sanitary lines, drains, and piping without new fixtures.		Dental Cuspidor		Garbage Disposal
			Bidet		Laundry Tub
			Other _____	12	Water Heater
	Hook-Ups (Subtotal)		Fixtures (Subtotal) Column 2	135	Fixtures (Subtotal) Column 1
	Hook-Up Fee				Fixtures (Subtotal) Column 2
				135	Total Fixtures
				\$ 165	Fixture Fee
				\$	Hook-Up Fee
				\$ 165	Permit Fee (Total)

TOWN COPY

PLUMBING APPLICATION

P. 11. 5

Department of Human Services
Division of Health Engineering
(207) 289-3826

PROPERTY ADDRESS
 Portland, Maine
 Central Wharf
 Commercial Street
PROPERTY OWNERS NAME
 Liberty Group
 Last: First:
Applicant Name
 Warren Mechanical, Inc.
Main Address of Owner/Applicant (if different)
 P.O. Box 149
 Westbrook, Maine 04092

PORTLAND PERMIT # 1,632 TOWN COPY
 Date Permit Issued: 13 123186
 \$ _____ FEE
 L.P.I. # _____
Completed by [Signature]

Owner/Applicant Statement
 I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.
[Signature] 3-21-96
 Signature of Owner/Applicant Date

Attention: Inspection Required
 I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.
 Local Plumbing Inspector Signature Date Approved
 MAY 7 - 1997

PERMIT INFORMATION

This Application is for	Type Of Structure To Be Served:	Plumbing To Be Installed By:
1 <input checked="" type="checkbox"/> NEW PLUMBING 2 <input type="checkbox"/> RELOCATED PLUMBING	1 <input type="checkbox"/> SINGLE FAMILY DWELLING 2 <input type="checkbox"/> MODULAR OR MOBILE HOME 3 <input checked="" type="checkbox"/> MULTIPLE FAMILY DWELLING 4 <input type="checkbox"/> OTHER - SPECIFY _____	1 <input checked="" type="checkbox"/> MASTER PLUMBER 2 <input type="checkbox"/> OIL BURNERMAN 3 <input type="checkbox"/> MFG'D HOUSING DEALER/MECHANIC 4 <input type="checkbox"/> PUBLIC UTILITY EMPLOYEE 5 <input type="checkbox"/> PROPERTY OWNER LICENSE # [02, 3, 4, 5]

Number	Hook-Ups And Piping Relocation	Number	Column 2 Type of Fixture	Number	Column 1 Type of Fixture
	HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District		Hosebibb / Sillcock	16	Bathtub (and Shower)
			Floor Drain	7	Shower (Separate)
			Urinal	12	Sink
	HOOK-UP: to an existing subsurface wastewater disposal system		Drinking Fountain	32	Wash Basin
			Indirect Waste	32	Water Closet (Toilet)
			Water Treatment Softener, Filter, etc	12	Clothes Washer
	PIPING RELOCATION, of sanitary lines, drains, and piping without new fixtures		Grease/Oil Separator	12	Dish Washer
			Dental Cuspidor		Garbage Disposal
			Bidet		Laundry Tub
	Hook-Ups (Subtotal)		Other: _____	12	Water Heater
\$	Hook-Up Fee		Fixtures (Subtotal) Column 2	135	Fixtures (Subtotal) Column 1
				135	Fixtures (Subtotal) Column 2
					Total Fixtures
				\$ 165	Fixture Fee
				\$	Hook-Up Fee
				\$ 165	

SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE

TOWN COPY

PLUMBING APPLICATION

File 2

Department of Human Services
Division of Health Engineering
(207) 289-3826

PROPERTY ADDRESS

Town Or Plantation: **Portland, Maine**

Street: **Central Wharf**

Subdivision/Lot #: **Commercial Street**

PROPERTY OWNERS NAME

Last: **Liberty Group** First:

Applicant Name: **Warren Mechanical, Inc.**

Mailing Address of Owner/Applicant (if different): **P.O. Box 149 Westbrook, Maine 04092**

PORTLAND PERMIT # **1,629** TOWN COPY

Date Permit Issued: **3.25.86**

FEE: \$ _____ Double Fee Charged:

L.P.I. # _____

Amelia M. ...

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

Amelia M. ... Date: **3-21-86**

Signature of Owner/Applicant Date

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules

Local Plumbing Inspector Signature: _____ Date Approved: **MAY 7 1987**

PERMIT INFORMATION

This Application Is for

1. NEW PLUMBING

2. RELOCATED PLUMBING

Type Of Structure To Be Served:

1. SINGLE FAMILY DWELLING

2. MODULAR OR MOBILE HOME

3. MULTIPLE FAMILY DWELLING

4. OTHER - SPECIFY: _____

Plumbing To Be Installed By:

1. MASTER PLUMBER

2. OIL BURNERMAN

3. MFG'D. HOUSING DEALER/MECHANIC

4. PUBLIC UTILITY EMPLOYEE

5. PROPERTY OWNER

LICENSE # **10,234,5**

Number	Hook-Ups And Piping Relocation	Number	Column 2 Type Of Fixture	Number	Column 1 Type Of Fixture
	HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.		Hose/bibb / Sillcock	12	Bathtub (and Shower)
			Floor Drain	12	Shower (Separate)
			Urinal	2	Sink
	HOOK-UP: to an existing subsurface wastewater disposal system		Drinking Fountain	36	Wash Basin
			Indirect Waste	36	Water Closet (Toilet)
			Water Treatment Softener, Filter, etc.	12	Clothes Washer
			Grease/Oil Separator	12	Dish Washer
	PIPING, RELOCATION: of sanitary lines, drains, and piping without new fixtures		Dental Cupplidior		Garbage Disposal
			Bidet		Laundry Tub
			Other: _____	12	Water Heater
	Hook-Ups (Subtotal)				
\$	Hook-Up Fee		Fixtures (Subtotal) Column 2	144	Fixtures (Subtotal) Column 1
				144	Total Fixtures
				\$ 174	Fixture Fee
				\$	Hook-Up Fee
				\$ 174	Permit Fee (Total)

SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE

TOWN COPY

PLUMBING APPLICATION

Department of Human Services
Division of Health Engineering
(207) 289-3828

PROPERTY ADDRESS

Town Or Plantation	Portland, Maine
Street	Central Wharf
Subdivision/Lot #	Commercial Street
PROPERTY OWNERS NAME	

Liberty Group	
Last	First

Applicant Name	Warren Mechanical, Inc.
Mailing Address of Owner/Applicant (if Different)	P.O. Box 149 Westbrook, Maine 04092

PORTLAND PERMIT # 1,628 TOWN COPY

Fee Permitted \$ 325.00

Local Plumbing Inspector Signature: *[Signature]*

Owner/Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and I understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

Monica McQueen 3-21-86
Signature of Owner/Applicant Date

Caution: Inspection Required

I have inspected the installation authorized above and found it to be in compliance with the Maine Plumbing Rules.

MAY 7 - 1987
Date Approved

PERMIT INFORMATION

This Application is for 1. <input checked="" type="checkbox"/> NEW PLUMBING 2. <input type="checkbox"/> RELOCATED PLUMBING OCT 30 1986	Type Of Structure To Be Served: 1. <input type="checkbox"/> SINGLE FAMILY DWELLING 2. <input type="checkbox"/> MODULAR OR MOBILE HOME 3. <input checked="" type="checkbox"/> MULTIPLE FAMILY DWELLING 4. <input type="checkbox"/> OTHER - SPECIFY _____	Plumbing To Be Installed By: 1. <input checked="" type="checkbox"/> MASTER PLUMBER 2. <input type="checkbox"/> OIL BURNER MAN 3. <input type="checkbox"/> MFG'D. HOUSING DEALER/MECHANIC 4. <input type="checkbox"/> PUBLIC UTILITY EMPLOYEE 5. <input type="checkbox"/> PROPERTY OWNER LICENSE # 0, 2, 3, 4, 5
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Number	Hook-Ups And Piping Relocation	Number	Column 2 Type Of Fixture	Number	Column 1 Type Of Fixture
	HOOK-UP: to public sewer in those cases where the connection is not regulated and inspected by the local Sanitary District.		Household / Sink	12	Bathtub (and Shower)
			Floor Drain	6	Shower (Separate)
			Urinal	9	Sink
	HOOK-UP: to an existing subsurface wastewater disposal system.		Drinking Fountain	24	Wash Basin
			Indirect Waste	24	Water Closet (Toilet)
			Water Treatment Softener, Filter, etc.	9	Clothes Washer
	PIPING RELOCATION, of sanitary lines, drains, and piping without new fixtures		Grease/Oil Separator	9	Dish Washer
			Dental Cuspidor		Garbage Disposal
			Bidet		Laundry Tub
	Hook-Ups (Subtotal)		Other _____	9	Water Heater
\$	Hook-Up Fee		Fixtures (Subtotal) Column 2	102	Fixtures (Subtotal) Column 1
					Fixtures (Subtotal) Column 2
				102	Total Fixtures
				\$ 102	Fixture Fee
				\$	Hook-Up Fee
				\$ 102	Permit Fee (Total)

SEE PERMIT FEE SCHEDULE FOR CALCULATING FEE

TOWN COPY

Chandler's Wharf.

- 10-17-86 Check area, work going well - Bldg. #7 framing about completed. Slabs going in. New slab of work. Mr. Haysball - Dock, and use of Bldg #7 still issue. ~~It~~
- 10-21-86 Check area with Mr. Gray and Thomas, Staff member - work going well.
- 10-29-86 Check area Talked with Mr. Carniveau, About protection of sewer lines in parking area -

CENTRAL WHARF ASSOCIATES
38 PREBLE STREET
PORTLAND, MAINE 04101
(207) 772-0548

January 27, 1987

Mr. Sam Hoffses
City of Portland
389 Congress Street
Portland, Maine 04101

RE: Central Wharf

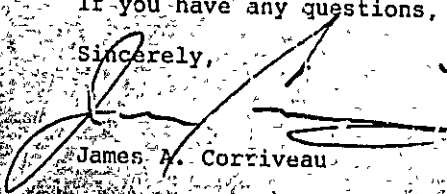
Dear Sam:

Pursuant to our meeting, in which we reviewed the "before" and "after" plans and contract figures, we both came to the understanding that the changes in Building No. 7 are a "wash".

Deleting the access under Building No. 7, heat pumps, associated duct work, etc. enabled us to convert the space into three residential units, with appropriate adds, for the same price.

If you have any questions, please advise.

Sincerely,



James A. Corriveau

JAC:tmg

*Called Mr. Corriveau
on 1/29/87
stated he
needed Amendment
still*

CENTRAL WHARF ASSOCIATES
38 PREBLE STREET
PORTLAND, MAINE 04101
(207) 772-0548

January 13, 1986

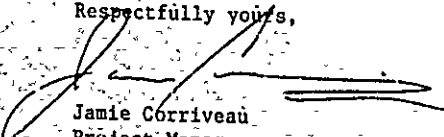
Sam Hoffses
Building Inspector
City of Portland
City Hall, 389 Congress St.
Portland, Maine 04101

RE: Central Wharf

Dear Sam:

In reference to the first grade beam that we poured at Central Wharf, the initial test that has come back indicates that the temperature is holding and that the beam will attain the specified strength necessary to meet all codes. I did want you to know, however, that the final core tests will not be available for another 20 days, at which time I will get you copies. Obviously, if the beam does not meet design load specifications, we will tear it out and re-pour it. Again, I thank you for your efforts in trying to help make this a premiere development.

Respectfully yours,



Jamie Corriveau
Project Manager

JC/rec



October 18, 1985

HAND DELIVERED

Sam Hoffses
Building Inspector
City of Portland
City Hall
Portland, Maine 04101

Dear Sam:

Good morning. Please find reports (complete to date) on our pile driving.

I won't be able to make the p.m. meeting today but other than we are running a little late, things are fine.

I did receive a complaint that a piling from our site was floating around Custom House Wharf. I took my boat and went to retrieve it, but it was gone. I talked with the Coast Guard and they couldn't find it either. Captain Thurlow, who called in the complaint, did say to me that he did agree the pile could have come from anywhere.

Have a nice weekend and I look forward to seeing you next Friday.

Sincerely,

Jamie Corriveau
Project Manager

JC/rec
Encls:

Bob Roy of DPW
is on vacation
and we need the
site plan review
sheet also from
him.

W.D.T.

9/30/85

The application has
been approved by
Planning Board subject
to conditions in letter
attached.

A subdivision bond
is required before
sub div plan can be recorded
& ^{multiple} copies of sub plan &
Constr drawings must
be submitted to Public
Works prior to release
of Plat. Warren T.



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

MAY 29 1986

DEPARTMENT ORDER
IN THE MATTER OF

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-03-E-M

} Alteration of Coastal Wetlands
} and Water Quality Certification
}
} FINDINGS OF FACT AND ORDER

Pursuant to the provisions of Title 38, M.R.S.A., Section 474 and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of CENTRAL WHARF ASSOCIATES with its supportive data, staff summary, agency review comments, and other related materials on file and finds the following facts:

1. a. On October 7, 1985, the applicant received approval to reconstruct Central Wharf and to construct 3 levels of condominiums as outlined in Finding of Fact #1b. A provision of that approval was the placement of 50 cubic yards of fill below high water to fill in the eroded section of the wharf as shown on the revised marina plan. Once reconstruction of the wharf began it became obvious that a larger area was affected and a larger amount of fill would be necessary to stabilize the crib work. This minor revision is for the placement of 355 cubic yards of fill versus the original estimate of 50 cubic yards. The area to be affected along the west side of the wharf would be extended from 230 feet to 400 feet. This additional area for fill does not extend outside the original wharf boundary.
- b. The applicant proposes the reconstruction of Central Wharf in Portland, Maine to include 183 parking spaces at the base level followed by 3 levels of condominium. (Site Location Order #L-010903-87-A-N, revised October 4, 1985). Central Wharf is used commercially and has 2 one-story frame buildings; 2 two-story frame buildings; and 1 two-story metal building. The existing wharf elevation is +9.0 feet. The applicant proposes to dismantle the existing structures on the wharf, to fill in an eroded section of wharf, as shown on sheet 6 of the revised marina plan dated 4/12/85, and to construct 57,618 square feet of parking area. Approximately 5550 cubic yards of fill material will be used above mean high water to bring the existing grade up to +9.5 feet finished grade elevation. Approximately 50 cubic yards of fill will be used below high water to fill in the eroded section of the wharf.
2. The applicant also proposes to place approximately 430 piles for the construction of the condominiums and the marina (pile plan section 1-3, dated 10/1/85 and the marina plan dated 4/12/85). These include 139 "H" piles and 291 pretreated wood piles.
3. The applicant also proposes to modify the existing wharf by installing a pile supported deck 5+ feet wide surrounding the reconstructed wharf.
4. The float system proposed for the marina will be connected as one unit. The total area of floats will be 12,500 square feet.
5. The erosion control measures used during the construction phase will include the installation of silt fencing around the perimeter of the project area. After construction is completed the fill area will be compacted and held in place by the installation of steel "H" piles and pretreated timbers backed by filter fabric.

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-03-E-M

2 Alteration of Coastal Wetlands
and Water Quality Certification
} FINDINGS OF FACT AND ORDER

6. The applicant proposes to dredge approximately 12,000 cubic yards of material in accordance with Board Order #03-6194-05170 dated December 15, 1983 which was transferred to the Central Wharf Associates on October 10, 1985.

BASED on the above findings of fact, the Department makes the following conclusions,

- A. The project will not unreasonably interfere with existing recreational and navigational uses.
- B. The project will not cause unreasonable soil erosion.
- C. The project will not unreasonably harm wildlife or freshwater, estuarine, or marine fisheries.
- D. The project will not unreasonably interfere with the natural flow of any waters.
- E. There is reasonable assurance that the activity will not lower the quality of any waters or violate applicable Water Quality Standards provided that the erosion control plan as stated above in the Findings of Fact #5 is followed.

THEREFORE, the Department APPROVES WITH THE ATTACHED CONDITIONS the application of CENTRAL WHARF ASSOCIATES to fill in an eroded section of Central Wharf (as shown on the revised marina plan dated 4/12/85) with approximately 50 cubic yards of fill and the placement of 430 piles, 139 steel "H" piles and 291 pretreated wood piles, and to construct a pile supported deck 45 feet wide surrounding the reconstructed wharf, in Portland, Maine in accordance with the following conditions:

1. The Standard Conditions of Approval, a copy attached.

DONE AND DATED AT AUGUSTA, MAINE, THIS 19TH DAY OF MAY, 1986.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: K.C. Young, Jr.
Kenneth C. Young, Jr., Commissioner

PLEASE NOTE ATTACHED SHEET FOR APPEAL PROCEDURES....



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

APR 30 1986

DEPARTMENT ORDER
IN THE MATTER OF

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-87-D-A

) SITE LOCATION, ALTERATION OF COASTAL
) WETLANDS AND WATER QUALITY CERTIFICATION

)
)
) MINOR REVISION

Pursuant to the provision of Title 38, M.R.S.A., Section 483, and Section 474 and 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of CENTRAL WHARF ASSOCIATES with its supportive data, staff summary, agency review comments, and other related materials on file and finds the following facts:

1. The applicant received Department of Environmental Protection approval for the construction of an 29 unit condominium development on Chandler Wharf in Portland, Maine.
2. The applicant received a Department Order for a Site Location permit for the construction of the condominium units on Central Wharf (#L-010903-87-A-N, revised 10/4/85).
3. A Coastal Wetlands permit was issued for the reconstruction of the Wharf, the placement of piles and floats for a marina, and the placement of fill adjacent to the wharf (#L-010903-03-A-N dated October 7, 1985).
4. A transfer request was approved for a Coastal Wetlands permit which was for the dredging of 12,000 cubic yards of material in accordance with Board Order #03-6194-05170 dated December 15, 1983. The transfer was issued to Central Wharf Associates on October 10, 1985.
5. The applicant now proposes the following minor revisions to the Department Orders L-010903-03-A-N, L-010903-87-A-N, and L-006194-03-A-M:
 - A. Dredging of an additional area alongside Chandlers Wharf to provide a channel for the city's fire boat, in order to comply with fire protection requirements. The applicant proposes to dredge the additional areas adjacent to Chandler's Wharf shown on the Dredging Plan drawn by Owen Haskell, Inc., dated May 30, 1985.

The Portland Fire Department has required Central Wharf Associates to provide a dredged channel on both sides of Chandlers Wharf. This channel will allow year-round access to the area by the city's fire boat.

In order to maintain a 12 foot deep channel at mean low water, 1,359 cubic yards of material must be removed.

The applicant has received a Bureau of Public Lands Submerged Land Lease for the Dredging or Removal of Rock, Sand, Gravel, etc... dated March 7, 1986. This proposal revises Department Order L-006194-03-A-M to include an additional 1,359 cubic yards of material.

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-87-D-A

2 SITE LOCATION, ALTERATION OF COASTAL
WETLANDS AND WATER QUALITY CERTIFICATION
MINOR REVISION

- B. Convert the area designated as commercial space in Building 7 to three residential units. The total number of condominium units will now be 92. There will be no changes to the footprint of the building or any other physical aspects for that matter. (plan dated March 21, 1985, this proposal revises Department Order L-010903-87-A-N).
 - C. The applicant would now like to take the solid wastes from this project to the Regional Waste Services Facility in Scarborough. This proposal revises Department Order L-010903-87-A-N. The original Site Location Order stated that the solid waste from the Central Wharf Project would be disposed of at Consolidated Waste Services in Norridgewock. Regional Waste Services has since come back into compliance with the Solid Waste Management Rules.
 - D. Install additional floats on the eastern side of Central Wharf. The floats will be 8 feet wide by 749 feet long. These floats will be secured to new piles. The floats will be in place year-round and will be served by one aluminum access ramp located at the northern end of the floats. These floats will serve private recreational boats ranging in size from 14 feet to 80 feet. There will be one holding tank - pump facility located at the southern end of the wharf. This holding tank will pump directly into a sewer line. This proposal revises Department Order L-010903-03-A-N (Layout Plan for Marina and Wooden Wharf Rehabilitation, revised 1/27/86).
6. All other aspects of the project relevant to financial and technical ability, solid waste, traffic movement, scenic character and soils, have not changed.

BASED on the above findings of fact, the Department makes the following conclusions,

- A. The applicant has provided adequate evidence of financial capacity and technical ability to meet air and water pollution control standards.
- B. The applicant has made adequate provision for solid waste disposal, the control of offensive odors, and the securing and maintenance of sufficient and healthful water supplies in that the solid wastes from this project will be taken to the Regional Waste Services Facility. Regional Waste Services is in substantial compliance with the Solid Waste Management Regulations.
- C. The applicant has made adequate provision for traffic movement of all types into, out of or within the development area.
- D. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character or natural resources in the municipality or in neighboring municipalities.

CENTRAL WHARF ASSOCIATES
Portland, Maine
CENTRAL WHARF CONDOMINIUMS
#L-010903-87-D-A

3 } SITE LOCATION, ALTERATION OF COASTAL
} WETLANDS AND WATER QUALITY CERTIFICATION
} MINOR REVISION

- E. The proposed development will be built on soil types which are suitable to the nature of the undertaking.
- F. The proposed development will not pose an unreasonable risk that a discharge to a significant ground water aquifer will occur.
- G. The project will not unreasonably interfere with existing recreational and navigational uses.
- H. The project will not cause unreasonable soil erosion.
- I. The project will not unreasonably harm wildlife or freshwater, estuarine, or marine fisheries.
- J. The project will not unreasonably interfere with the natural flow of any waters.
- K. There is reasonable assurance that the activity will not lower the quality of any waters or violate applicable Water Quality Standards.

THEREFORE, the Department APPROVES WITH THE ATTACHED CONDITIONS the application of CENTRAL WHARF ASSOCIATES to dredge an additional 1359 cubic yards, add a new float and change the commercial area in building 7 to 3 condo units, in Portland, Maine, in accordance with the following conditions:

- 1. The Standard Conditions of Approval, a copy attached.

DONE AND DATED AT AUGUSTA, MAINE, THIS 14TH DAY OF APR ., 1986.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: K.C. Young, Jr.
Kenneth C. Young, Jr., Commissioner

PLEASE NOTE ATTACHED SHEET FOR APPEAL PROCEDURES....