



May 10, 2016

Ms. Helen Donaldson
City of Portland Planning Authority
4th Floor, City Hall
389 Congress Street
Portland, ME 04101

**RE: AC Hotel Portland
Response to Staff Review Comments**

Dear Nell,

On behalf of Portland Norwich Group, LLC we are pleased to submit this response letter to the Level III - Final Site Plan Review Comments from the City Staff along with supporting materials relating to the proposed hotel. Below are the comments taken from the Staff Review Letter (*in italics*) along with responses from the applicant (**in bold**) as well as a summary on one additional site plan modification proposed by the applicant.

Since the last submission the architect and the construction management company have been diligently working on refining the structural and interior design of the hotel. As a result of that work the applicant has decided to shift the location of the hotel approximately 1-2 feet closer to Fore Street (depending on where measurement is taken from). As a result of the shift towards Fore Street the setbacks on Fore and Thames are now as follows:

	<u>Min.</u>	<u>Max.</u>
Fore Street	4.90'	5.70'
Thames Street	6.60'	8.10'

The setback along Hancock Street and along the west property line has remained the same.

Design (Caitlin Cameron)

B. Buildings/Architecture: Guidelines

1. Contextual Design – The project is proposed in an eclectic and underdeveloped area on the waterfront providing less architectural context as other parts of the neighborhood. The hotel is contemporary in design and is of similar scale as the Residence Inn and Ocean Gateway garage. The building orientation respects the mid-block permeability found in the India Street Form-based Code zone (which was not applicable at the time of the application) and therefore places its longest dimension on the “B” street of

Hancock and the interior alley will be created through the site keeping physical and visual connections to the waterfront.

RESPONSE: none required

2. Building Composition:

a. Placement – The building has three street frontages and creates a street wall by placing the building at the property line on all three streets. This helps to establish the more urban street wall sought to be built up in the neighborhood and on the waterfront as it develops. The primary entrance faces directly onto Thames Street.

RESPONSE: none required

b. Height – The Eastern Waterfront Master Plan recommended 3-5 stories for this section of the neighborhood. Building height meets zoning and is similar to surrounding new construction. Much of the surrounding context is unbuilt at this time.

RESPONSE: none required

c. Massing – The project places its largest massing on the “B” street of Hancock to mitigate the impact of the building length. Scaling elements such as material and façade plane changes, canopies, and fenestration are used to make the scale more comfortable at the street for pedestrians. The building corners on Hancock at Thames and Fore Street are curved for emphasis of entries and in acknowledgment of the surrounding buildings in the context.

RESPONSE: none required

d. Proportion - The long proportion of the building is oriented to Hancock Street in order to mitigate the scale of the building from the waterfront approach.

RESPONSE: none required

e. Articulation – The reviewers find the use of “traditional” lintels and headers on the brick portion of the building to be out of context with the contemporary nature of the building as a whole. Articulation in these sections of the building should be provided with details such as punched windows, soldier course, or texture, for example.

RESPONSE: The articulation of the window openings in the brick masonry façade have been revised from traditional heavy cast stone heads and sills to a more contemporary punched look with a slim sill and brick reveal.

f. Materials – Please provide material samples. There are too many material types and colors without an apparent relationship to each other. The reviewers propose that the Hancock/Fore Street corner material be revised, possibly in color to grey, to be more subtle and provide a visual cohesion for the building as a whole.

RESPONSE: The corner of Fore and Hancock Streets has been revised to a dark grey tone pulling from the buildings color palette therefore providing the desired visual cohesion. Material samples will be provided for review and comment.

3. *Pedestrian Environment* – The project is intended to foster a walkable and enjoyable pedestrian environment through the addition of street trees and pedestrian lights, active street wall in key locations, outdoor dining, and a mid-block pedestrian passage. The building architecture attempts to add pedestrian comfort through articulation and scaling details.

RESPONSE: none required

4. *Primary Entrances and Service Entrances* – This project has frontage on three public streets and one internal street. The building is oriented towards Thames Street with the principal façade of the project facing the water and having the most visual exposure as people approach from the ferry, cruise ships, and trail. A prominent entrance faces directly onto Thames with hotel pick-up and drop-off situated interior to the block in the alley which will include a pedestrian-friendly alley accessible to pedestrian traffic from Thames and the Ocean Gateway garage. The service entries are on “B” streets (Hancock and the block interior). An additional public entrance faces Hancock at the community room.

RESPONSE: none required

5. *Parking Structures* – N/A Parking is provided off-site in the Ocean Gateway Garage.

RESPONSE: none required

6. *Infill and Small Scale Development* – N/A

RESPONSE: none required

7. *Historic Structures* – N/A

RESPONSE: none required

8. *Civic Structures* – N/A

RESPONSE: none required

9. *Marine Development* – N/A

RESPONSE: none required

C. Open Space and the Public Realm: Guidelines

1. *Public Open Space and Plazas* – N/A

RESPONSE: none required

2. *Private Open Space and Plazas*

a. *Internal Open Space* – The project provides internal open space in the form of a mid-block alley accessible to pedestrians from Thames and Fore Streets and for vehicles from Fore Street. The space is designed as the pick-up and drop-off for the hotel and also serves as a welcome mid-block permeable break in the large block providing visual and physical connection through the block to the waterfront. The amenities include landscaping, bollards, benches, potentially an art installation, and high quality paving – the intention is to make the space inviting for pedestrian travel.

RESPONSE: none required

b. Internal/External Interplay – The project will also include outdoor dining spaces on Thames Street with the intention of activating the street.

RESPONSE: As a result of the building being shifted slightly towards Fore Street there is now greater room along the Thames Street sidewalk to better accommodate outdoor dining, pedestrians, and streetscape elements, all which in turn help to create an active street scene.

c. Passageways – See a. above – mid-block passage is included in project and is open air and publicly accessible.

RESPONSE: The passageway is an important piece of the Master Plan for the two lots. It is a critical connection for the project to the surroundings, both physically and visually. Although the passage way has not been fully designed yet the India Street Form Based Code requires at least 25 feet and there will be at least that between the hotel and the future Thames Street building.

3. Historic Sites – N/A

RESPONSE: none required

4. Public Art – N/A

RESPONSE: none required

5. View Protection – N/A

RESPONSE: none required

Civil (David Senus)

1. The Applicant has noted that a construction management plan will be provided by the contractor once a contractor has been selected. If this approach is acceptable to Planning and other reviewers, the submittal of a construction management plan should be made Condition of Approval for the project.

RESPONSE: none required

2. In accordance with Section 5 of the City of Portland Technical Manual, a Level III development project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:

a) Basic Standards: The Applicant has included plan and detail sheets that contain details and notes related to erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500. In addition to the information provided, sheet C1.2 should include notes requiring frequent street sweeping within the Right-of-Way, and a silt sack should be called out on the catch basin located at the intersection of Hancock and Thames.

RESPONSE: Sheet C1.2 has been revised to include the requested information.

b) General Standards: The Applicant has noted that the entire parcel is considered impervious with concrete pads or gravel surfaces and that future development on the remaining property is anticipated to consist of multiple structures for retail/office/residential use, with landscaped

areas and walking paths. With the addition of landscaped areas, it is anticipated that the proposed development will decrease the Site's overall impervious area. The project will not result in an increase in impervious area. As such, the project is not required to include any specific stormwater management features for stormwater quality control. Although not specifically required, the Applicant has proposed permeable pavers with a filter system to provide treatment on the site. We find the project to be compliant with the City's requirements for the General Standards.

RESPONSE: none required

c) Flooding Standard: The project will not result in an increase in impervious area. As such, the project is not required to include any specific stormwater management features to control the rate or quantity of stormwater runoff from the site. The Applicant has proposed an R-Tank system below a portion of the permeable paver filter system to provide storage for stormwater runoff. The Applicant has demonstrated that the project will not result in an increase in the peak rate of runoff from the Site; as such, we find the project to be in compliance with the City's requirements for the Flooding Standard.

RESPONSE: none required

3. The proposed storm drain connection into the public storm drain system in Thames Street is shown as a 12" pipe connecting into an existing 15" storm drain; the Applicant should include a proposed drain manhole at this connection location within Thames Street. Also, an additional area of sidewalk repair (beyond what is currently shown on the plans) will be necessary to install the storm drain as proposed.

RESPONSE: Sheet C1.0 has been revised to include additional sidewalk repair and Sheet C1.2 has been revised to include a proposed drain manhole.

4. The Stormwater model was developed anticipating that roof runoff from the building will be directed into the subsurface R-Tank system. The plans should reflect storm drain connection(s) from the building into the R-Tank system for roof water.

RESPONSE: Connections for roof drains have been added to Sheet C1.2. Additional 4" maintenance ports have also been included.

5. The plans call for Loam & Seed of any disturbed areas on Lot 2. This note would imply that only areas on Lot 2 that are impacted by this construction work will receive a surface improvement, while other areas will remain in their current condition. The City's Planning Staff and the Planning Board will need to decide whether the current condition, along with proposed loam and seed of "disturbed areas", represents an acceptable surface condition for Lot 2 upon completion of this work. We agree with the Applicant's response that any surface improvements on Lot 2 can continue to be considered existing impervious surface (reflective of the current condition) for future stormwater calculations. If additional improvements on Lot 2 are not required by the City at this time, we recommend that the City consider identifying a timeframe whereby the current condition would need to be improved if other development does not occur on Lot 2.

RESPONSE: It is the opinion of the applicant that the remaining land should not have to be loamed and seeded until at least the hotel opens. This land is currently being used by Gorham Savings Bank as a construction staging area will also be utilized for hotel construction staging. The applicant feels that any of the remaining land, approved and pending construction for a future building, at the time of the hotel opens would not be required to be loamed and seeded.

6. The Applicant should provide the following details in accordance with the City of Portland Technical Manual for work within the City Right-of-Way:

- a) Vertical Granite Curb;
- b) Brick Sidewalk;

RESPONSE: Details 5 and 6 on Sheet C2.1 comply with the City of Portland standards.

7. Sheet C-1.1 – Utility Plan

a) A street lighting design (including service feeds and conduit) should be detailed on the utility plan or on a separate electrical plan for review.

RESPONSE: Sheet C1.1 identifies the new street lighting locations. The notes identify that the existing service feeds will be relocated as part of this construction and will be coordinated with the City DPW.

b) The existing utility pole at the corner of Fore and Hancock is a termination pole with a guy wire and a transformer that appears to provide power for a City street lighting circuit. The plans call for the removal of the pole and associated guy wire, with coordination through CMP. Removal of this pole will require time to coordinate, and may result in a requirement for the installation of additional pole(s) at alternate locations. We recommend that this process begin at this time, and that the City DPW be included in the discussions for relocation of the CMP and street lighting infrastructure

RESPONSE: The applicant will include the City DPW in discussions with CMP regarding the removal of the pole at the intersection of Fore and Hancock Street.

Engineering (Michael Farmer)

1. We recommend that the electric power supply for the project be extended from the existing underground electric power distribution system in Fore Street and other adjacent streets, not from the existing utility pole and overhead wires at the corner of Fore St. And Hancock St., as shown on the plans. The project plans should include removing the existing utility pole and overhead wires, if this can reasonably be done at a reasonable cost. Item addressed.

RESPONSE: none required

2. Underground electric power (and underground communication) conduits in the street right of way should be incorporated into concrete encased duct banks. The details on sheet C2.0 should be revised accordingly. Item addressed.

RESPONSE: none required

3. We would like to have a chance to review the electric utility service plans for the project after they have been approved by CMP Co. staff. We are assuming what is being proposed is what will be constructed. No further comments.

RESPONSE: none required

4. The plans show two grease traps, which would be privately owned and maintained, in the street right of way. We have allowed private grease traps in City streets in some retrofit situations where existing buildings and existing businesses had no practical alternatives. However, in projects such as this, which entail complete site development and new building construction from the foundation up, there would

seem to be no good reasons why an efficient and practical design that includes private grease traps on private property could not be created. We believe that public streets should be reserved for public purposes. For these reasons, we recommend that the design be revised to put the grease traps on private property. There should also be sanitary sewer manhole(s) on the grease trap discharge lines, so that the wastewater from the grease traps could be isolated and collected for analysis.

One proposed grease trap has been eliminated. The remaining proposed grease trap is still shown within the street right of way. We have allowed this in the past when no other alternatives exist. In this case there are alternatives and this department is not supportive of the proposed location.

RESPONSE: The AC Hotel is a select service hotel with minimal food preparation, thus, an internal grease trap located within the kitchen area will be sufficient.

*5. The grease trap details on sheet C2.0 should be revised as follows, if they are to be located in a public street or sidewalk. The grease traps should be H2O load rated. The grease traps should be recessed below finish grade and the access ports should be provided with cast iron manhole frames and covers, set on three or more courses of brick and mortar (concrete grade rings might be used in some situations).
Item addressed.*

RESPONSE: none required

6. All new (or reset) granite curb construction should be laid out so that mitered corners are not used on curb "bump outs," or other areas, where they are exposed to possible plow damage. Circular curb should be used in these areas in lieu of mitered corners. The curb layout should be designed so no curb pieces shorter than 4 feet are required. The bump out cannot be constructed as shown. Radius needs to be 10' with 4' min. lengths of curbing. The applicant has indicated they will address this item.

RESPONSE: Refer to Sheet C1.0

7. The circular driveway plans show accessible sidewalk ramps adjacent to granite cobblestone pavement in the driveway. The granite cobblestones would look nice; but, I wonder if the cobblestone surface can be constructed smooth enough to meet ADA design standards. Applicant must assure that entire site is ADA compliant and has indicated they will do so.

RESPONSE: Refer to Sheet C1.2

8. Fore St is under a paving moratorium until 10-22-16. The applicant has indicated they will not disturb Fore St before 10-21-16.

RESPONSE: none required

9. William Clark will be forwarding survey comments under a separate cover.

RESPONSE: none required

10. This project is not located within the Historic Zone therefore the driveway apron must be constructed of asphalt unless a council waiver is requested. This Department would be supportive if a waiver is requested.

RESPONSE: Section 1.8 of the Technical Manual suggests that the apron can be constructed of brick or bituminous. A 1' bituminous strip was included as shown on the City details. If a waiver is required, could you reference the section which needs to be waived?

11. Please add note to plan set stating, "All work within the street right of way shall meet City of Portland Technical Manual standards."

RESPONSE: Refer to C2.0

12. The applicant is showing a proposed 12" ADS N12 drain line to be installed in Thames St. N12 is not allowed to be installed within the street right of way. Please refer to the City's Technical Manual. Also a drain manhole is required where the propose 12" pipe connects with the existing 15" pipe in Thames St.

RESPONSE: The pipe has been revised to PVC.

13. The City's Technical Manual require of catch basin which discharge to the City's stormwater system to have three foot sumps. Please change plan details to reflect this requirement.

RESPONSE: The type F basins shown on the plans discharge to the R-Tank storage system and not directly to the City's stormwater system. However, the sump called out on detail 2, Sheet C2.2 has been revised.

Traffic (Tom Errico)

1. The applicant will be developing a detailed pavement marking plan for Fore Street that depicts adjustment to the center line and implementation of on-street parking on the south side. I'll review the details upon receipt of the plan.

RESPONSE: The applicant will work with City staff and Mr. Errico on the design of the section of Fore Street fronting the site. A note has been added to the Site Plan.

2. The City will coordinate with the applicant on proposed on street parking regulations for Fore Street. At this time the City is considering time limit parking regulations.

RESPONSE: See response to item 1.

3. The applicant is proposing conversion of a vehicle parking space to a loading space on Hancock Street. I generally find this change to be acceptable, but I still need to review final details.

RESPONSE: The applicant will work with City staff and Mr. Errico on the approval and implementation of converting any parking spaces along Hancock Street. A note has been added to the Site Plan showing the proposed location for the Hancock Street loading space.

4. The above parking regulation changes will need City Council approval and the applicant shall be responsible for assisting City staff in seeking the approval.

RESPONSE: See response to item 3.

5. It is my recommendation that a crosswalk be implemented on the west side of Fore Street at Hancock Street (particularly given use of the Gateway Parking Garage by the project). The crosswalk may include warning signs and shall be fully ADA compliant on both sides of Fore Street.

RESPONSE: See response to item 1.

6. City staff continues to review the curb extension at the southwest corner of the Fore Street/Hancock Street intersection. Alterations to the ramp configuration and depth of the extension will be required.

RESPONSE: See response to item 1.

7. The applicant should provide specific details on the current, committed, and proposed users of the Gateway Parking Garage.

RESPONSE: A summary of current leases at the Ocean Gateway Garage is attached; it also includes future parking lease obligations such as the 400 spaces for the Portland Gateway Development Site and the AC Hotel. The future parking lease obligations are "up to" numbers and even at the full amounts the total number of 121% of available parking spaces is within industry standards taking into account the mix of uses.

8. The City does not support the provision of two approach lanes on Fore Street at India Street. The applicant shall confirm only one lane is necessary.

RESPONSE: Gorrill Palmer analyzed this approach as a single lane approach in the previously submitted traffic evaluation and found the capacity to be acceptable, and therefore a single lane is appropriate. See also item 1.

9. The City is requesting the applicant evaluate the provision of a four way STOP controlled intersection at the Fore Street/Hancock Street intersection to address safety and traffic issues.

RESPONSE: Gorrill Palmer completed this review and submitted the results to the City and Mr. Errico in a Memo (Driveway Capacity Analysis, Fore Street / Hancock Street All-Way Stop Analysis) dated April 15, 2016. The results indicate that a four way STOP is not warranted.

10. Fore Street is classified as a Collector Street and City standards require 150 feet of corner clearance to Hancock Street. I support a waiver from City standards given that the location of the driveway is approximately mid-block between Hancock Street and India Street.

RESPONSE: The applicant will be seeking a waiver for the proposed driveway location, see below.

The City of Portland Technical Manual Section 1.7, Subsection 1.7.2.7 (Location and spacing of driveways), third bullet states the following:

- **Along arterial and collector streets, access driveways to corner lots shall be located a minimum of one hundred fifty (150) feet from the intersection of the projection of right-of-way lines to the center line of the driveway except as provided for hereinafter.**

Since Fore Street is classified as a Collector Street, this requirement applies.

The proposed driveway measured as described above is approximately 120 feet rather than the required 150 feet. The proposed driveway location was determined based on allowable site frontage and positioning the driveway in the center of the frontage. This positioning locates the driveway approximately half way between Hancock Street and the accesses to the parking garage on the opposite side of the street and the Portland Water District driveway on the same side of the street. Thus allowing maximum separation between Hancock Street and two driveways.

Therefore, the applicant respectfully requests a waiver from the 150 feet of required separation as identified above.

Planning (Nell Donaldson)

1. Please specify where sloped granite curb transitions to vertical granite curb in the turnaround and confirm ADA access into the main entrance to the hotel from this approach.
RESPONSE: The drop-off circle is defined by sloped curb, except for in front of the main entrance where it will be flush to accommodate ADA access. The driveway from Fore Street will be defined by vertical curb and will transition into slope at the start of the radii into the circle. Please see Site Plan Sheet C1.0 for notes indicating transition, curb materials, and ADA access.
 2. The revised submittal includes a copy of the deed transferring ownership of the garage and notes that the garage ownership was subsequently sold. Please provide a copy of the lease agreement for garage spaces.
RESPONSE: The parking lease for the Portland Gateway development site including the AC Hotel site is attached, this parking lease is for up to 400 parking spaces. The Applicant and Ocean Gateway Garage are completing a new parking lease specifically for the AC Hotel for approximately 100 parking spaces that will be provided to the Planning Staff upon execution.
 3. On-street parking on Fore should be designated as 1-hour parking.
RESPONSE: A note has been added to the Site Plan indicating that on-street parking on Fore Street will be designated as 1-hour.
 4. Show the loading zone proposed on Hancock Street.
RESPONSE: The applicant will work with City staff and Mr. Errico on the approval and implementation of converting any parking spaces along Hancock Street. A note has been added to the Site Plan showing the proposed location for the Hancock Street loading space
 5. Provide water capacity letter.
RESPONSE: A capacity letter from Portland Water District is attached.
 6. Show awnings and grease trap on Final Site Plan.
RESPONSE: Awnings and canopies are now included on the Site Plan. Grease traps will now be located internally.
 7. Provide the average grade calculation.
RESPONSE: Please see Grading Plan and Architectural Elevations.
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Landscape (Jeff Tarling)

We met with the City Arborist on April 13 to go over his review comments. He suggest that the proposed raised granite tree planters at the end of the on-street parking, within the curb extensions, be located at the end of the parking to help delineate it and to prevent odd left over spaces in the sidewalk. He also recommended that these specific tree planters should be more triangular in shape to fit the space better and larger to allow for additional low planting to happen.

RESPONSE: We have incorporated four alternative style raised tree planters (with under planting of perennials) into the streetscape; two each at the curb extensions at Fore/Hancock and Thames/Hancock.

Fire (Keith Gautreau)

The Fire Dept. has reviewed the final drawings and documents; the applicant has addressed my questions /concerns. I remember discussion in the pre-application phase that there might be connectivity between Thames and Fore by extending the drive-up to Thames. The Fire Dept. would very much be in favor of such a proposal.

RESPONSE: The Applicant will investigate maintaining sufficient width within the pedestrian connection from the vehicular circle to Thames Street to permit fire apparatus vehicles to access the vehicular circle from Thames Street.

Attached you will find an electronic copy of the written documents and the revised plans on a CD.

We look forward to working with you, the Staff, and the Planning Board in the review of this project. Please feel free to contact me to discuss any questions or concerns you may have regarding the attached application materials.

Sincerely,
CARROLL ASSOCIATES



Patrick J. Carroll
Principal

Enc.

Cc: Ara Aftandilian, Portland Norwich Group, LLC
Rob Festa, Group One Partners
Maureen McGlone, Ransom Consulting Engineers

PARKING LEASE CAULCULATIONS
AND LEASE AGREEMENT

5/9/16

Ocean Gateway Garage
Portland, Maine

Total Number of Spaces 720

<u>CURRENT LEASES</u>	<u>Number of Spaces</u>
CIEE	145
Residence Inn	140
BayHouse	<u>13</u>
	298

<u>FUTURE/POTENTIAL LEASES</u>	<u>Number of Spaces</u>	
CIEE	145	
Residence Inn	100	
Portland Gateway Development Site	400	
One India Street (GSB)	24	
BayHouse	20	
185 Fore (Residential)	44	
18 Middle (Office)	<u>140</u>	
	873	121%

PARKING LEASE

THIS PARKING LEASE (the "Parking Lease") is entered into as of the 20 day of November, 2015 (the "Effective Date"), by and between 167 Fore Street LLC, a Maine limited liability company ("Owner") and Portland Norwich Group LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Owner owns a parcel of land of approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland, State of Maine, as further described in Exhibit A attached hereto and made a part hereof (the "Garage Parcel") on which is located the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces (the "Garage"); and

WHEREAS, Owner and Tenant desire to enter into this Parking Lease for the purpose of setting forth the specific terms and conditions of that certain arrangement for parking associated with the development and use by Tenant of a parcel of land, approximately 1.34 acres in area, located across from the City of Portland's Ocean Gateway Marine Terminal in Portland, Maine, on and between Fore Street, Hancock Street, and Commercial Street Extension, as more particularly described in Exhibit B attached hereto and made a part hereof (the "Development Parcel"); and

WHEREAS, Tenant may develop and construct hotel, office, retail, residential, and/or other lawful facilities on the Development Parcel and shall use the Parking Spaces, as defined below, for owners, tenants, renters, licensees, invitees, employees, and transient users of, the Development Parcel or any portion thereof (collectively, and as so defined, "Qualified Parkers").

NOW, THEREFORE, for good and valuable consideration including the mutual covenants and agreements herein, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Use of Parking Spaces.

(a) Commencing as of the Rent Commencement Date, as defined in Section 3 of this Parking Lease, Owner hereby leases to Tenant the right to use up to 400 parking spaces in the Garage subject to and limited by the following terms and conditions: (i) The parking spaces must be drawn down by Tenant in accordance with Tenant's Draw Down Notice, as defined in Section 1(e) of this Parking Lease, and (ii) The maximum number of parking spaces subject to being drawn down by Tenant's Draw Down Notice shall be the lesser of (x) 400 parking spaces, and (y) the minimum number plus one of parking spaces required by the City of Portland for the development of the Development Parcel in accordance with permitted zoning and land use ordinances and regulations for such Development Parcel (as so drawn down by Tenant's Draw Down Notice, the "Parking Spaces"). All such parking in the Garage shall be in accordance with and subject to the terms and conditions below and such reasonable rules and regulations

established from time to time by Owner governing the leasing and use of parking spaces by parkers generally in the Garage. Tenant understands and agrees that, in accordance with customary garage operations and management practices, specific parking spaces are not reserved or dedicated for Tenant or the Qualified Parkers, and the availability of any specific parking space is not guaranteed. The Parking Spaces are intended for use for automobile, motorcycle, van and SUV parking by the Qualified Parkers only, not for the parking of any large commercial trucks or other commercial vehicles or recreational vehicles, nor are the Parking Spaces to be used for vehicle storage.

(b) Owner shall make available to Tenant one (1) parking access card for each space designated in Tenant's Draw Down Notice, or, in lieu of parking access cards, such parking codes or other "keys" or means of convenient 24-hour access as shall be available from time to time, which shall in turn be made available to Tenant's Qualified Parkers using the Parking Spaces.

(c) It is understood and agreed that these spaces shall be for Tenant's Qualified Parkers only. The Parking Spaces may not be sublet or their use assigned, transferred or loaned to any person or entity who is not a Qualified Parker.

(d) The Parking Spaces shall be solely for the benefit of the Development Parcel and any portions thereof, and no other properties. This Parking Lease shall be not be assignable, in whole or in part, except in connection with the sale of the Development Parcel or in connection with the sale of any portion thereof. The Parking Spaces do not constitute estates in the land of Owner, but Owner shall take commercially reasonable steps necessary to ensure that Tenant's leasing rights are respected by any successor owner or mortgagee of the Garage.

(e) For Tenant to draw down Parking Spaces as contemplated in Section 1(a)(i) of this Parking Lease, Tenant shall give Owner not less than one (1) year's prior written notice of its intention to draw down a specific number of Parking Spaces, such number of Parking Spaces drawn down to be subject to the maximum number of Parking Spaces specified in this Parking Lease. Tenant's written draw down notice to Owner for the Parking Spaces ("Tenant's Draw Down Notice") shall specify a date when Tenant shall take possession of the Parking Spaces specified in Tenant's Draw Down Notice, which date shall be no later than ten (10) years following the Effective Date; accordingly, Tenant's right to draw down the allowable number of Parking Spaces must be exercised with respect to this Parking Lease within eight (8) years of the Effective Date.

(f) Notwithstanding anything to the contrary set forth herein, Tenant shall have the right to discontinue the use of some or all of the drawn down Parking Spaces (the "Discontinued Spaces") upon written notice to Owner to be given not less than one hundred eighty (180) days prior to such discontinuance, in which case Tenant shall no longer be required to pay rent as to said Discontinued Spaces. Tenant shall have no right to draw down any of the Parking Spaces as to which it has exercised its discontinuance right under this Section 1(f) and the Discontinued Spaces shall be no longer be available to Tenant under this Parking Lease. Notwithstanding the foregoing, however, in the event that Tenant is not in need of all currently drawn down Parking Spaces but does not wish to permanently discontinue the use thereof, Tenant shall have the right to permit the use of such Parking Spaces by third parties so long as (i) Tenant provides prior notice thereof to

Owner and Owner does not advise Tenant, within thirty (30) days following such notice, that Owner intends to use said Parking Spaces during the period of Tenant's non-use thereof, (ii) Tenant provides Owner with the names, license plate numbers and contact information for such temporary users, and (iii) any payments to Tenant by said third party users do not exceed the rent for such Parking Spaces paid by Tenant to Owner. In the event that Owner elects to use said Parking Spaces during Tenant's period of non-use thereof (x) Tenant's obligation to pay rent for said Parking Spaces hereunder shall be suspended while said Parking Spaces are used by Owner, and (y) Tenant may commence reuse of said Parking Spaces upon not less than thirty (30) days' notice to Owner.

(g) Tenant shall have the right, upon not less than one (1) year's written notice to Owner, to terminate this Parking Lease, in which case all related rights and obligations of Owner and Tenant hereunder shall cease and shall be of no further force and effect except for such obligations as shall by their express terms, survive termination of this Parking Lease.

2. Deposits. There shall be no deposit required under this Parking Lease, but Tenant shall pay to Owner customary fees and charges imposed by Owner for lost cards or replacement cards and/or reimbursement for out-of-pocket expenses arising therefrom.

3. Term. The initial term of this Parking Lease (the "Initial Term") shall be thirty (30) years from the Effective Date, with rent payments under Section 5 below commencing at the end of the applicable notice period specified in the initial Tenant Draw Down Notice (the "Rent Commencement Date"). Provided that Tenant is not in default hereunder at the time of extension, the Initial Term may be extended, upon nine (9) months written notice prior to the expiration of the Initial Term, for an additional thirty (30) year term (the "First Option Term"). Provided that Tenant is not in default hereunder at the time of extension, the First Option Term may be extended, upon nine (9) months written notice prior to the expiration of the First Option Term, for an additional thirty (30) year term (the "Second Option Term"). The Initial Term and any extension(s) thereof as provided in this Parking Lease is referred to herein as the "Term."

4. Monthly Rent.

(a) The monthly rent for each Parking Space shall be no more than the Average Monthly Parking Rate (as adjusted annually during the Term and during the Option Term or Terms by Owner) for month-to-month parking spaces located in the following parking lots located in Portland, Maine: (i) Ocean Gateway Parking Garage; (ii) Custom House Parking Garage; and (iii) Casco Bay Ferry Terminal Garage, provided that if at any time during the Term the monthly rate for each Parking Space is increased by more than twenty percent (20%) during any twelve (12) month period, Tenant may terminate this Lease upon one hundred eighty (180) days written notice to Owner.

(b) In the event that the Average Monthly Parking Rate is not ascertainable, the rent shall be based upon the fair market value of covered parking spaces in the Portland, Maine "Old Port" area (i.e., the area bounded by Congress Street, Franklin Street, the water and Temple/Union Street).

(c) The Average Monthly Parking Rate shall be set at the Rent Commencement Date and may be increased on June 1st of each year of the Term, provided, however, that Owner shall deliver to Tenant not less than thirty (30) days prior written notice of any increase in such rate.

5. Payment. Beginning on the Rent Commencement Date, Tenant shall pay Owner the amount due for the Parking Spaces by one check or wire transfer to be received by Owner in advance on or before the first day of each month at Owner's address hereinafter set forth or to such other address as may be designated by Owner in writing to Tenant from time to time. If the Rent Commencement Date does not fall on the first day of the month, then pro-rated rent for the first partial month shall be due on the Rent Commencement Date.

6. Late Payment. If the monthly payment for the Parking Spaces is not received by Owner by the first day of each calendar month or on the next business day if the first day of the month falls on a weekday or legal holiday, Tenant shall pay Owner (a) all unpaid amounts due with respect to the Parking Spaces, and (b) a late payment charge in the amount of five percent (5%) of the monthly payment for the Parking Spaces. Notwithstanding the foregoing, Tenant shall not be required to make any late payment charge for the first past due payment event in any twelve (12) month period if such past due payment is otherwise paid within fifteen (15) days of written notice from Owner of such non-payment. If there is more than one such late payment event in a twelve (12) month period, Tenant shall pay Owner the late payment charges set forth in this Section 6 for such additional events. In the event that the payment of any amounts due from Tenant is not received by Owner within thirty (30) days of delivery of written notice from Owner to Tenant of such non-payment, then Owner shall have each and every remedy provided by law including the right to immediately terminate this Parking Lease and evict Tenant in a forcible entry and detainer ("FED") action for non-payment of rent, provided that if there is any dispute regarding the amount of rent due or whether rent has been paid on time, then any FED action shall only be started after arbitration as provided in Section 15 below. Unless the matter is submitted to arbitration, Owner shall also be entitled to a reimbursement of its reasonable attorneys' fees incurred in such FED action. By way of clarification, if there is a dispute over the amount of rent due or whether rent was timely paid, it shall be handled under Section 15 below.

7. Registration of Vehicles. All vehicles utilizing Parking Spaces shall be registered with Owner on forms provided to Tenant by Owner. No fees or charges shall be assessed for the registration of vehicles. Tenant agrees to exercise reasonable efforts to keep a current log of names of users and license numbers for employees using Parking Spaces and, if requested by Owner, provide updated copies of the log to Owner for inspection.

8. Intentionally Omitted.

9. Insufficient Parking Spaces. Owner agrees to use commercially reasonable good faith efforts to ensure that there are sufficient parking spaces available in the Garage to satisfy the rights of Tenant hereunder. In the event there exists insufficient parking spaces in the Garage to meet the requirements of this Parking Lease at any time Tenant exercises its rights to use parking spaces hereunder, Owner shall be obligated to terminate a sufficient number of monthly tenant-at-will parkers in the Garage within thirty (30) days thereafter as shall, in Owner's reasonable judgment, ensure the regular availability of sufficient parking spaces to meet such requirements of

Tenant hereunder. If Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in the Garage during allowable Parking Times, Tenant shall notify the Owner of the Garage, or Owner's garage manager as designated from time to time by Owner, within two (2) hours thereof (if between 9:00 AM and 5:00 PM) or if after 5:00 PM then by 10:00 AM on the day after Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in the Garage, following which Tenant shall be entitled to a credit against the next month's parking fee in an amount equal to the hourly parking rate at the Garage times eight (8) for each day that an employee of Tenant is unable to find a parking space, unless Owner can reasonably establish and document that a parking space was available in the Garage. The credits against parking fees set forth in this section do not relieve Owner of its obligation to use commercially reasonable good faith efforts to ensure that sufficient spaces are available, as provided herein. In the event Owner is not able to satisfy its obligations under this Section 9 by terminating a sufficient number of monthly tenant-at-will parking patrons within the aforesaid thirty (30) days, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of insufficient parking spaces within thirty (30) days.

10. Maintenance and Repair of Garage. Subject to the provisions of Section 13 below, Owner shall maintain the Garage in good condition and repair and suitable for the safe parking of vehicles. Owner shall not be deemed in default in any of its obligations under this Parking Lease during any period in which all or any significant portion of the Garage is closed to all parkers for required maintenance and repairs, provided that except in cases of emergency Owner provides Tenant with seven (7) days written notice of such closing of all or any significant portion of the Garage (i.e., more than 75 spaces at any one time), or for any other reasons beyond the control of Owner. Owner shall use commercially reasonable efforts to undertake such maintenance and repair during such times as shall, in the reasonable judgment of Owner, minimally interfere with parking in the Garage. If such maintenance shall cause the Parking Spaces or some significant portion thereof to be unavailable for three (3) or more consecutive days, Tenant shall be entitled to a pro rata credit against the monthly parking fee to the extent of any adverse impact of the availability of the parking spaces demised under this Lease. In the event Owner is not able to satisfy its obligations under this Section 10 within the aforesaid time frame, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of available parking spaces within thirty (30) days.

11. Insurance. Each party shall maintain or cause to be maintained commercial general liability insurance, the form of which and amount of coverage to be reasonably acceptable to the other party but at any rate not less than \$2,000,000 combined single limit. Each party further agrees to maintain such insurance with acceptable coverage limits during the term of this Parking Lease following the Rent Commencement Date. Each party shall be listed as an additional insured on the other's liability policy to the extent possible so long as doing so does not result in an increase in the premium under said policies.

12. Damage to Vehicles or Personal Property. Owner shall not be responsible for any damage or loss to vehicles or personal property belonging to any person using any of the Parking Spaces, except for such damage or loss resulting from the gross negligence or willful misconduct of Owner, its employees, agents or independent contractors.

13. Cessation of Garage Business. Owner shall not be deemed in default in any of its obligations under this Parking Lease in the event Owner temporarily ceases to operate the Garage, or any portion thereof, due to events beyond the control of Owner, which events may include without limitation, acts of government, embargoes, fire, flood, explosions, hurricanes, tornadoes, acts of God, terrorism or public enemy, strikes, labor disputes, vandalism, commotion, riots, or any similar events which, in the reasonable judgment of Owner, make use of the Garage impossible or impractical. If there is a Casualty Event (as defined below) Owner shall have the right to elect whether or not to rebuild or restore the Garage within 120 days of the Casualty Event. If Owner elects to rebuild or restore the Garage, then this Parking Lease shall remain in effect except that Tenant's obligation to pay rent shall abate pro-rata so long as some or all of the Parking Spaces are not available. If Owner elects not to rebuild or restore the Garage, then this Parking Lease shall terminate upon notice thereof from Owner to Tenant. If Owner elects to rebuild or restore the Garage, or if there is damage to the Garage that does not rise to the level of a Casualty Event, Owner agrees to use diligent good faith efforts to complete the reconstruction or restoration within a reasonable period of time. Notwithstanding the foregoing, Owner agrees that if there is a Casualty Event, Owner shall rebuilding or restore the Garage if the insurance proceeds are not otherwise claimed by Owner's lender under any mortgage on the Garage or if such proceeds are otherwise not available to Owner through no fault of Owner. As used herein, a "Casualty Event" shall occur if (i) there is substantial destruction of the Garage which leaves the use of the Garage impossible or impractical in the reasonable judgment of Owner, or (ii) Owner notifies Tenant that the City of Portland or a licensed engineer has determined that the Garage is structurally unsound or unsafe requiring the cessation of parking in the Garage. Upon such termination of this Parking Lease by either Owner or Tenant, all rights and obligations of Owner and Tenant hereunder shall cease and shall be of no further force and effect except for such obligations as shall by their express terms, survive termination of this Parking Lease, subject to compliance with Section 14 below. Tenant shall remain liable to Owner for payments due Owner accrued and unpaid up to the date of said termination.

14. Compliance with Terms and Conditions: Indemnity. Tenant shall be responsible for ensuring that the use of the Garage by its employees complies with the terms and conditions of this Parking Lease and such other reasonable rules and regulations as are established from time to time by Owner governing the use of the Garage generally by parking patrons. Tenant hereby agrees to indemnify and hold harmless Owner from any claim, costs, liability and expense including, but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Tenant's or its guest's or employee's use of the Garage hereunder or attributable to Tenant's acts or failure to act pursuant to its obligations under this Lease except to the extent resulting from the gross negligence or willful misconduct of Owner, its employees, agents or independent contractors. This agreement to indemnify shall survive termination of this Parking Lease. Owner hereby agrees to indemnify and hold harmless Tenant from any claim, costs, liability and expense including, but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Owner's acts or failure to act pursuant to its obligations under this Lease except to the extent resulting from the gross negligence or willful misconduct of Tenant, its employees, agents or independent contractors. This agreement to indemnify shall survive termination of this Parking Lease.

15. Disputes.

(a) Subject to the provisions of this Parking Lease, any controversy, claim or cause of action arising out of or relating to this Agreement shall be finally settled by arbitration by an arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to grant equitable remedies in addition to imposing monetary damages. Arbitration shall be held in Portland, Maine, or such other location as the parties agree. The arbitration shall include (i) a provision that the prevailing party in such arbitration shall recover his or her costs of arbitration and reasonable attorneys' fees from the other party and (ii) the amount of such costs and fees. All arbitration under this Section 15 shall be final, binding and conclusive.

(b) Notwithstanding Subsection 15(a) above, if any party believes it necessary to seek injunctive relief or a provisional remedy (such as forcible entry and detainer or an attachment or trustee process), such party may file a civil action in any court having jurisdiction for such foreclosure, injunctive relief or provisional remedy. The arbitration procedures specified in Subsection 15(a) above, however, shall apply to the determination of the merits of any monetary claim or defense, and the court proceeding shall extend no further than to provide a kind of relief or remedy not readily available under the procedures set forth in Subsection 15(a) above.

(c) Tenant and Owner for themselves, their heirs, successors, and assigns hereby knowingly, willingly and voluntarily waive any and all rights such party may have to a trial by jury in any FED action or proceeding brought by Owner or Owner's successors and/or assigns based upon or related to the provisions of this Parking Lease. Owner and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the appropriate District Court or a single justice of the appropriate Superior Court.

16. Estoppel Certificate. At any time, and from time to time, upon the written request of Owner or any mortgagee, Tenant within ten (10) days of the date of such written request agrees to execute and deliver to Owner and/or such mortgagee, without charge and in a form reasonably satisfactory to Owner, Tenant, and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Owner have been satisfied and performed except as shall be stated; (v) certifying that Owner is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Owner, or stating the defaults and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid and agrees not to prepay rent more than ten (10) days in advance; (vii) reciting the amount of security deposit deposited with Owner, if any; and (viii) any other information which Owner or the mortgagee shall reasonably require. Owner agrees, upon written request of Tenant or Tenant's lender, to execute and deliver, without charge, an estoppel certificate addressing items (i), (iii), (iv) (but addressing Tenant's performance), (v) (but addressing Tenant's performance), (vi) and (vii) above.

17. Subordination. Tenant agrees that, except as hereinafter provided, this Parking Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgages or ground leases of the Garage pursuant to which Owner has or shall retain the right of possession of the Garage or security instruments ("Mortgages") that may hereafter be placed upon the Garage and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; provided that so long as Tenant is in full compliance with the terms and provisions of this Parking Lease (with all defaults, if any, fully and timely cured within applicable grace periods), any such mortgagee, ground lessor or purchaser at a foreclosure sale shall recognize Tenant in accordance with the terms hereof; provided further that if the holder of any such Mortgages ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant shall attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Owner under this Parking Lease for the balance then remaining of the term of this Parking Lease, subject to all terms of this Parking Lease, and that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. Should Owner or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, Tenant upon written request, and from time to time, shall execute and deliver without charge and in commercially reasonable form satisfactory to Tenant, Owner, and the Mortgagee or the purchaser all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form. In the event either party fails to execute and deliver the instruments and documents as provided for in this Section 17, the parties hereto shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue within thirty (30) days. In the event that the parties fail to come to agreement within such thirty (30) day period, either party may submit the dispute to resolution by arbitration as provided in this Parking Lease.

18. No Assignment by Tenant. This Parking Lease may not be assigned, transferred, encumbered or conveyed, or hypothecated (a "Transfer"), in whole or in part, by Tenant to any other person or entity, under any circumstances, except to a purchaser, lessee, mortgagee, condominium association, and/or other transferee, of all or any portion of the Development Parcel. In the event of a Transfer of any portion of the Development Parcel, upon Tenant's request, Owner agrees to enter into a separate agreement (including, without limitation, a separate lease agreement) with each such transferee to effectuate and memorialize the allocation of Tenant's rights under this Parking Lease, provided (a) each such agreement is on terms substantially similar to the terms of this Parking Lease, and (b) the total number of parking spaces allocated pursuant to all such agreements does not exceed the maximum number of spaces permitted under this Parking Lease.

19. Miscellaneous.

(a) This Parking Lease and the rights and obligations hereunder shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. In the event that Owner sells the Garage to a third party, upon the assignment and assumption of this Parking Lease by the third party, Owner shall have no further obligations hereunder for any period of time following the assignment and assumption.

(b) Except as otherwise provided herein, any notice relating in any way to this Parking Lease shall be in writing and shall be either hand delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

To Tenant: Portland Norwich Group LLC
Attention: David Leatherwood
2330 Palm Ridge Road #305
Sanibel, FL 33957

With a copy to: Diane M. McDermott, Esquire
Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116

To Owner: 167 Fore Street LLC
865 Spring Street
P. O. Box 910
Westbrook, ME 04092-0910

With a copy to: Charles E. Miller, Esquire
Bernstein Shur
100 Middle Street, 6th Fl
P.O. Box 9729
Portland, ME 04104-5029

and such notice shall be deemed delivered upon the earlier of actual receipt, one day after deposit with a recognized overnight courier or three days after deposit in the U.S. mails as set forth above or, in the case of hand delivery, when received in person with a written acknowledgement of receipt. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above and also add persons or addresses for notices to lenders or their counsel.

(c) All section headings in the Parking Lease are for convenience of reference only and are of no independent legal significance.

(d) This Parking Lease may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Parking Lease, which alone fully and completely expresses their entire agreement with respect to this Parking Lease.

(b) Except as otherwise provided herein, any notice relating in any way to this Parking Lease shall be in writing and shall be either hand delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

To Tenant: Portland Norwich Group LLC
Attention: David Leatherwood
2330 Palm Ridge Road #305
Sanibel, FL 33957

With a copy to: Diane M. McDermott, Esquire
Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116

To Owner: 167 Fore Street LLC
24 Carroll Street
Falmouth, ME 04105

With a copy to: Robert E. Stevens, Esquire
Curtis Thaxter
One Canal Plaza, Suite 1000
Portland, ME 04112-7320

and such notice shall be deemed delivered upon the earlier of actual receipt, one day after deposit with a recognized overnight courier or three days after deposit in the U.S. mails as set forth above or, in the case of hand delivery, when received in person with a written acknowledgement of receipt. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above and also add persons or addresses for notices to lenders or their counsel.

(c) All section headings in the Parking Lease are for convenience of reference only and are of no independent legal significance.

(d) This Parking Lease may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Parking Lease, which alone fully and completely expresses their entire agreement with respect to this Parking Lease.

(f) If any part of any term or provision of this Parking Lease shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such

circumstance shall in no way affect any other term or provision of this Parking Lease, the application of such term or provision in any other circumstances, or the validity or enforceability of this Parking Lease.

(g) The language used in this Parking Lease shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against either party. Without limiting the generality of the foregoing, the language in all parts of this Parking Lease shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who drafted the same. It is hereby agreed that the representatives of both parties have participated in the preparation hereof.

(h) This Parking Lease may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

(i) This Parking Lease may not be recorded but a Memorandum hereof containing such information as is required by 33 M.R.S.A. § 201 may be recorded by either party. Owner agrees to execute and have acknowledged and delivered to Tenant for recording at the Cumberland County Registry of Deeds, such a Memorandum, if tendered by Tenant.

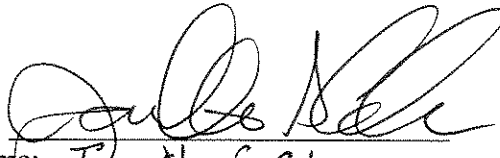
(j) This Parking Lease shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

[Signatures Located on Following Page]

IN WITNESS WHEREOF, the undersigned have caused this Parking Lease to be executed by their duly authorized representatives as of the Effective Date.

OWNER:

167 FORE STREET LLC,
a Maine limited liability company

By: 
Name: Jonathan S. Cohen
Its: Manager

TENANT:

PORTLAND NORWICH GROUP LLC,
a Delaware limited liability company

By: _____
Name: David Leatherwood
Its: Duly authorized signatory

IN WITNESS WHEREOF, the undersigned have caused this Parking Lease to be executed by their duly authorized representatives as of the Effective Date.

OWNER:

167 FORE STREET LLC,
a Maine limited liability company

By: _____
Name:
Its:

TENANT:

PORTLAND NORWICH GROUP LLC,
a Delaware limited liability company

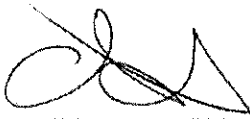
By: 
Name: David Leatherwood
Its: Duly authorized signatory

EXHIBIT A

Description of Garage Parcel

A certain parcel of land, together with the buildings and improvements thereon, situated on the northwesterly side of Fore Street in the City of Portland, County of Cumberland, and State of Maine, being shown as "Proposed Lot 3" on the Subdivision/Recording Plat On India Street and Fore Street, Portland, Maine, recorded in said Registry in Plan Book 207, Page 54, and bounded and described as follows:

Beginning on the northwesterly sideline of Fore Street at a point, said point bearing N 57° 57' 41" E along said sideline a distance of 63.85 feet from the intersection of said northwesterly sideline of Fore Street with the northeasterly sideline of India Street;

Thence N 48° 35' 31" W along land now or formerly of 25 India Street LLC a distance of 124.60 feet to land now or formerly of Micucci Brothers, reference Book 11090, Page 193;

Thence N 44° 40' 52" E along said land a distance of 116.57 feet;

Thence N 48° 38' 09" W along said land a distance of 9.95 feet;

Thence N 41° 27' 56" E along land now or formerly of Hancock & Middle LLC a distance of 153.97 feet;

Thence S 48° 33' 01" E along the southwesterly sideline of Hancock Street Extension a distance of 115.03 feet;

Thence southerly along a curve concave to the right having a radius of 15.00 feet an arc distance of 20.27 feet along said Hancock Street Extension to said northwesterly sideline of Fore Street, said curve having a chord which bears S 9° 51' 33" E a distance of 18.76 feet;

Thence S 28° 51' 33" W along said sideline a distance of 51.37 feet;

Thence southwesterly along said sideline and along a curve concave to the right having a radius of 384.90 feet an arc distance of 86.10 feet, said curve having a chord which bears S 35° 16' 03" W a distance of 85.92 feet;

Thence southwesterly along said sideline and along a curve concave to the right having a radius of 341.90 feet an arc distance of 97.07 feet, said curve having a chord which bears S 49° 48' 33" W a distance of 96.74 feet;

Thence S 57° 57' 41" W along said sideline a distance of 28.43 feet to the point of beginning, containing 37,626 square feet, more or less.

EXHIBIT B

Description of Development Parcel

A certain parcel or land situated on the northeasterly side of India Street, the southerly side of Fore Street, the southwesterly side of Hancock Street Extension and the northwesterly side of Commercial Street Extension in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the northeasterly sideline of India Street at land now or formerly of The Portland Water District, reference Book 3870, Page 101;

Thence N 43°-41'-10" E along said land a distance of 119.66 feet;

Thence N 46°-18'-50" W along said land a distance of 94.47 feet to the southeasterly sideline of Fore Street;

Thence N 57°-57'-41" E along said sideline a distance of 11.78 feet;

Thence N 41°-40'-33" E along said sideline a distance of 66.60 feet;

Thence northeasterly along a curve concave to the left having a radius of 434.53 feet an arc distance of 76.00 feet, said curve having a chord which bears N 35°-16'-03" E a distance of 75.90 feet;

Thence N 28°-51'-33" E along said sideline a distance of 45.63 feet to Hancock Street Extension;

Thence easterly along said Hancock Street Extension and along a curve concave to the right having a radius of 15.00 feet an arc distance of 25.49 feet, said curve having a chord which bears N 77°-32'-05" E a distance of 22.53 feet;

Thence S 53°-47'-21" E along said Hancock Street Extension a distance of 225.68 feet;

Thence southerly along said Hancock Street Extension and along a curve concave to the right having a radius of 12.00 feet an arc distance of 19.77 feet, said curve having a chord which bears S 6°-35'-54" E a distance of 17.61 feet;

Thence southwesterly along Commercial Street Extension and along a curve concave to the right having a radius of 971.00 feet an arc distance of 98.70 feet, said curve having a chord which bears S 43°-30'-16" W a distance of 98.65 feet;

Thence S 46°-24'-59" W along said Commercial Street Extension a distance of 130.24 feet;

Thence S 46°-41'-14" E along said Commercial Street Extension a distance of 2.07 feet to land shown on Amended Subdivision Plan Regarding The Longfellow, A Condominium and Adjacent Land of LRAR LLC dated January 30, 2015, recorded in said Registry in Plan Book 215, Page 369 (herein, the "Longfellow Property") (reference also being made to the First Amendment to Declaration of The Longfellow, A Condominium, recorded in said Registry in Book 32583, Page 232, and a Release Deed from GSB Corporation to LRAR LLC recorded in said Registry in Book 32583, Page 244);

Thence N 43°-10'-34" W along said Longfellow Property a distance of 63.64 feet;

Thence S 46°-38'-39" W along said Longfellow Property a distance of 126.40 feet to said India Street;

Thence N 46°-24'-57" W along said sideline a distance of 57.09 feet to the point of beginning.



Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

April 22, 2016

Ransom Consulting, Inc.
404 Commercial Street, Suite 404
Portland ME 04101

Attn: Maureen P. McGlone, P.E.
Re: AC Hotel – Fore/Hancock Streets
Ability to Serve with PWD Water

Dear Ms. McGlone:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on March 15, 2016. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Conditions of Service

The following conditions of service apply:

- A 6-inch fire service and a 4-inch domestic service may be installed on Fore Street. The domestic service may be tapped off the fire service line in Fore Street. Both services will require a separate shutoff valve located 6 inches inside the street line.
- Per our discussion with you on 4/13/16, the District is anticipating renewing the water mains on Fore and India Streets in the relatively near future. It would be beneficial to configure the service connection to the proposed hotel and adjacent proposed buildings to minimize future service interruptions. The District will work with you on configuration alternatives.
- Water District approval of water infrastructure plans will be required for the project prior to construction. As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water main and water service line configuration. We will work with you to ensure that the design meets our current standards.

Existing Site Service

According to District records, the project parcel is not served by water service. However, the parent parcel is served by an existing 8" fire service and 6" domestic service installed in 2006 from Thames Street.



Water System Characteristics

According to District records, there is an 12-inch diameter cast iron water main (1884) on the southeast side of Fore Street, a 12-inch ductile iron water main (2006) on the southeast side of Thames Street, an 8-inch ductile iron water main (2006) on the northeast side of Hancock Street and a public fire hydrant located across Fore Street from the site. Recent flow data is not available in this area. The most recent static pressure reading was 110 psi on September 3, 2015.

Public Fire Protection

You have not indicated whether this project will include the installation of new public hydrants to be accepted into the District water system. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

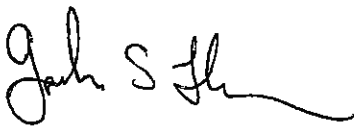
The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact MEANS to request a hydrant flow test and we will work with you to get more complete data.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

A handwritten signature in black ink, appearing to read "Gordon Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gordon Johnson P.E.
Engineering Services Manager