

ACCESS, DRAINAGE AND UTILITY EASEMENT AGREEMENT

This Access, Drainage and Utility Easement Agreement (the "Agreement") is made and entered into as of this 26th day of September, 2016 (the "Effective Date"), by and between PORTLAND NORWICH GROUP LLC, a Delaware limited liability company ("Portland Norwich") and PORTLAND NORWICH ACQUISITION LLC a Delaware limited liability company ("Portland Acquisition"). Portland Norwich and Portland Acquisition are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties".

WHEREAS, Portland Norwich is the owner of a certain parcel of land shown as Lot 1 ("Lot 1") on a certain plan entitled "Recording Plat 158 Fore Street, 158 Fore Street, Portland, Maine, made for record owner Portland Norwich Group, LLC," by Owen Haskell, Inc., dated March 11, 2016, filed with the Cumberland County Registry of Deeds on June 6, 2016, in Plan Book 216, Page 185 (the "Plan"), and

WHEREAS, Portland Acquisition is the owner of a certain parcel of land shown as Lot 2 ("Lot 2") on the Plan, and

WHEREAS, Portland Norwich and Portland Acquisition are desirous of entering into this Agreement for the purpose of establishing certain access, drainage and utility easements in that certain area shown as "Access and Drainage Utility Easement" (the "Easement Area") on the plan attached hereto as Exhibit A entitled "Exhibit Plan, 158 Fore Street, Portland, Maine", dated May 31, 2016, by Owen Haskell, Inc. (the "Easement Plan")

- the metes and bounds of which Easement Area are set forth on Exhibit A-1,
- the metes and bounds of the portion of the Easement Area located on Lot 1 (the "Lot 1 Easement Area") are set forth on Exhibit A-2 attached hereto, and
- the metes and bounds of the portion of the Easement Area located on Lot 2 (the "Lot 2 Easement Area") are set forth on Exhibit A-3 attached hereto.

NOW, THEREFORE, In consideration of the mutual covenants herein contained and further valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant by Portland Norwich to Portland Acquisition. Portland Norwich hereby grants and conveys to Portland Acquisition, as appurtenant to Lot 2 and any portion thereof, in common with others entitled thereto, for the purposes set forth herein, and subject to the terms and conditions set forth herein, the following rights and easements:

(a) Access Easement. The non-exclusive, perpetual right and easement for pedestrian and vehicular ingress, egress and passage to Lot 2 upon, over, and across the Lot 1 Easement Area, and the non-exclusive, perpetual right and easement in, upon, over and across the Lot 1 Easement Area for the purpose of maintaining and repairing the Easement Area Improvements (defined in Section 6(a)) as provided in, but specifically subject to, the provisions of this Agreement.

(b) Utility Easement. The non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate for its own purposes underground utility lines, and appurtenances and equipment relating thereto, for the transmission of natural gas, water, sewer, electricity, and communications to Lot 2 and the buildings, structures, and improvements located thereon from time to time (the "Lot 2 Utilities"), within the Lot 1 Easement Area, including, without limitation, the non-exclusive, perpetual right and easement to pass and repass over, across, and upon the Lot 1 Easement Area to construct, install, inspect, repair, replace, remove, reconstruct, maintain, operate, and otherwise service the Lot 2 Utilities and to make such excavations within the Lot 1 Easement Area as may be reasonably necessary for such purposes. The Lot 2 Utilities, including all appurtenances and equipment relating thereto, shall be located entirely below the surface of the ground.

(c) Drainage Easement. The non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate for its own purposes drainage pipes and lines (the "Lot 2 Drainage Facilities") within the Lot 1 Easement Area for the conveyance of storm, flood and surface waters from Lot 2 to the drainage facilities located within the Easement Area, and the non-exclusive, perpetual right and easement to pass and repass over, across, and upon the Lot 1 Easement Area to construct, install, inspect, repair, replace, remove, reconstruct, maintain, operate, and otherwise service the Lot 2 Drainage Facilities and to make such excavations within the Lot 1 Easement Area as may be reasonably necessary for such purposes. The Lot 2 Drainage Facilities, including all appurtenances and equipment relating thereto, shall be located entirely below the surface of the ground.

2. Reserved Rights of Portland Norwich. Portland Norwich reserves all rights over, under, above, and in connection with, Lot 1, including without limitation the right to use, or to grant to others the right to use, the surface and subsurface of, and the air space above, the Lot 1 Easement Area, to the extent not inconsistent with the provisions of this Agreement and otherwise in compliance with the Site Plan Approval and all Applicable Laws (defined in Section 7 hereof). Portland Norwich covenants and agrees that it shall not use, or allow any other person or entity to use, the Lot 1 Easement Area in any way that would unreasonably interfere with the rights of Portland Acquisition created under this Agreement.

3. Grant by Portland Acquisition to Portland Norwich. Portland Acquisition hereby grants and conveys to Portland Norwich, as appurtenant to Lot 1 and any portion thereof, in common with others entitled thereto, for the purposes set forth herein, and subject to the terms and conditions set forth herein, the following rights and easements:

(a) Access Easement. The non-exclusive, perpetual right and easement for pedestrian and vehicular ingress, egress and passage to Lot 1 upon, over, and across the Lot 2 Easement Area, and the non-exclusive, perpetual right and easement over and across the Lot 2

Easement Area to construct, install, maintain, repair, and replace the Easement Area Improvements.

(b) Utility Easement. The non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate for its own purposes underground utility lines, and appurtenances and equipment relating thereto, for the transmission of natural gas, water, sewer, electricity, and communications to Lot 1 and the buildings, structures, and improvements located thereon from time to time (the "Lot 1 Utilities"), within the Lot 2 Easement Area, including, without limitation, the non-exclusive, perpetual right and easement to pass and repass over, across, and upon the Lot 2 Easement Area to construct, install, inspect, repair, replace, remove, reconstruct, maintain, operate, and otherwise service the Lot 1 Utilities and to make such excavations within the Lot 2 Easement Area as may be reasonably necessary for such purposes. The Lot 1 Utilities, including all appurtenances and equipment relating thereto, shall be located entirely below the surface of the ground.

(c) Drainage Easement. The non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate for its own purposes drainage pipes and lines (the "Lot 1 Drainage Facilities") within the Lot 2 Easement Area for the conveyance of storm, flood and surface waters from Lot 1 to the drainage facilities located within the Easement Area, and the non-exclusive, perpetual right and easement to pass and repass over, across, and upon the Lot 2 Easement Area to construct, install, inspect, repair, replace, remove, reconstruct, maintain, operate, and otherwise service the Lot 1 Drainage Facilities and to make such excavations within the Lot 2 Easement Area as may be reasonably necessary for such purposes. The Lot 1 Drainage Facilities, including all appurtenances and equipment relating thereto, shall be located entirely below the surface of the ground.

4. Reserved Rights of Portland Acquisition. Portland Acquisition reserves all rights over, under, above, and in connection with, Lot 2, including without limitation the right to use, or to grant to others the right to use, the surface and subsurface of, and the air space above, the Lot 2 Easement Area, to the extent not inconsistent with the provisions of this Agreement and otherwise in compliance with the provisions of the Site Plan Approval and all Applicable Laws. Portland Acquisition covenants and agrees that it shall not use, or allow any other person or entity to use, the Lot 2 Easement Area in any way that would unreasonably interfere with the rights of Portland Norwich created under this Agreement.

5. Conditions to Grants of Easements. A Party (the "Accessing Party") exercising its right to access the property of the other Party (the "Burdened Property") to perform any work or other activity under this Agreement shall be obligated to comply with the requirements set forth in this Section 5 relating to any access by the Accessing Party or its authorized personnel to any portion of the Easement Area located on the Burdened Property (the "Burdened Property Easement Area").

(a) The Accessing Party and/or its authorized personnel shall (a) provide not less than five (5) business days' prior written notice to the owner of the Burdened Property of any proposed entry onto any portion of the Burdened Property Easement Area, which notice shall contain a description of the work to be performed therein, the names of the Accessing Party's authorized personnel who will access the Burdened Property Easement Area, and how

long such personnel are expected to be working within the Burdened Property Easement Area, and (b) deliver to the owner of the Burdened Property a certificate of insurance evidencing that the Accessing Party has obtained the insurance required to be carried by the Accessing Party under Section 8 hereof. Except in the event of an emergency, all access to the Burdened Property Easement Area by the Accessing Party and/or its authorized personnel shall be limited to weekdays between the hours of 7:00 a.m. and 7:00 p.m.

(b) Only authorized personnel may access the Burdened Property Easement Area on behalf of the Accessing Party. For purposes of this Section 5, "authorized personnel" shall mean only authorized employees, engineers, technicians, or properly authorized contractors of the Accessing Party or persons under their direct supervision each of whom at all times must possess on their person photo identification and documentation identifying their name and affiliation.

(c) The Accessing Party shall take all reasonable measures to ensure that access to any portion of the Burdened Property Easement Area by the Accessing Party and/or its authorized personnel (i) shall not disturb any employees, tenants, licensees, guests, or other occupants of the Burdened Property and (ii) shall not cause substantial interference with the use and operation of the Burdened Property.

(d) Any excavations by or on behalf of the Accessing Party permitted by this Agreement on the Burdened Property shall be properly backfilled and the surface of the land included within the Burdened Property Easement Area shall be restored by the Accessing Party to as reasonably good condition as said surface was in immediately prior to such excavations.

(e) Access to the Burdened Property by the Accessing Party pursuant to the rights created by this Agreement shall be at the sole cost and risk of the Accessing Party and the owner of the Burdened Property shall have no responsibility or liability except to the extent due to the gross negligence or willful misconduct of the owner of the Burdened Property or its agents and servants.

6. Maintenance and Repair.

(a) Portland Norwich, at its cost and expense, shall be responsible for the construction of the initial improvements in the Easement Area (the "Easement Area Improvements") in accordance with the site plan approval entitled dated May 25, 2016, by the City of Portland, Maine, Planning Board (the "Site Plan Approval"); provided that any utilities that may be installed for the sole benefit of Lot 2 shall be the sole cost of Portland Acquisition. Portland Norwich, at its sole cost and expense (subject to reimbursement as provided herein), shall be responsible for the maintenance and repair of the Easement Area Improvements in conformity with all Applicable Laws and as otherwise may be necessary to preserve the Easement Area Improvements, which shall also include landscaping and removal of snow, ice and water, and resurfacing when and where necessary. All repairs and maintenance of the Easement Area Improvements shall be performed and in a good workmanlike manner as expeditiously as possible in order to avoid any unnecessary interruption of any service or inconvenience to the Parties or other parties benefitted by the Easement Area Improvements. All vendors and contractors engaged to perform any work required for the maintenance and repair of

the Easement Area Improvements shall be engaged by Portland Norwich as Portland Norwich shall reasonably determine and all such costs and expenses shall be subject to reimbursement as hereafter provided by Portland Acquisition. It is specifically understood and acknowledged that the respective owner of Lot 1 or Lot 2 shall be solely responsible for the maintenance, repair and/or replacement of any utilities and/or drainage systems installed in the Easement Area and all costs thereof which solely benefit the respective Lot 1 or Lot 2.

(b) Portland Acquisition agrees to reimburse Portland Norwich for fifty percent (50%) of all costs and expenses incurred by Portland Norwich with respect to the repair, replacement, and maintenance of the Easement Area Improvements. Portland Acquisition shall make payments of the amounts specified in any invoices for any such costs or expenses delivered to Portland Acquisition by Portland Norwich within thirty (30) days following Portland Acquisition's receipt of the same. Any amount due and not paid within such thirty (30) days period shall bear interest at a rate equal to two percent (2%) in excess of the "Prime Rate" as published in the Wall Street Journal (or, if Portland Norwich so elects, announced by a major commercial bank reasonably designated by Portland Norwich) until paid.

(c) In the event that Portland Norwich fails to perform any such maintenance and/or repairs within a reasonable period of time following its receipt of written notice from Portland Acquisition specifying such failure, subject to matters which are not within the reasonable control of Portland Norwich, then Portland Acquisition may perform such maintenance and/or repairs as are reasonably necessary upon at least ten (10) days advance notice to Portland Norwich and Portland Norwich shall, provided the costs are as a result of the failure of Portland Norwich to comply with its obligations hereunder, reimburse Portland Acquisition for the reasonable costs incurred in performing such maintenance and/or repairs within thirty (30) days following Portland Acquisition's written request for payment, which written request shall include copies of the invoice(s) for any such costs.

7. Compliance with Laws. In exercising their rights hereunder, and in making use of the easements granted hereunder, Portland Norwich and Portland Acquisition shall comply with all laws, statutes, ordinances, regulations, rules and orders of all governmental bodies having jurisdiction ("Applicable Laws") and shall secure all permits.

8. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of any Portland Acquisition Indemnified Parties (defined herein), Portland Norwich agrees to indemnify, defend, and hold harmless Portland Acquisition and its officers, members, managers, shareholders, employees, agents, and representatives (collectively the "Portland Acquisition Indemnified Parties") from and against all liability, damages, costs, claims, and/or demands of any kind or character whatsoever which may be made against a Portland Acquisition Indemnified Party as a result of, or arising out of, the death or bodily injury of any individual or any damage to property caused by the negligence or willful misconduct of Portland Norwich, its employees, contractors, agents, representatives, tenants, or licensees, or their respective guests or invitees, in connection with the exercise of the easement rights granted to Portland Norwich under this Agreement. Except to the extent caused by the gross negligence or willful misconduct of any Portland Norwich Indemnified Parties (defined herein), Portland Acquisition agrees to indemnify, defend, and hold harmless Portland Norwich and its officers, members, managers, shareholders, employees, agents, and representatives (collectively the "Portland Norwich

Indemnified Parties”) from and against all liability, damages, costs, claims, and/or demands of any kind or character whatsoever which may be made against a Portland Norwich Indemnified Party as a result of, or arising out of, the death or bodily injury of any individual or any damage to property caused by the negligence or willful misconduct of Portland Acquisition, its employees, contractors, agents, representatives, tenants, or licensees, or their respective guests or invitees in connection with the exercise of the easement rights granted to Portland Acquisition under this Agreement. The provisions of this Section 8 shall survive the termination of this Agreement.

9. Insurance. Each Party shall each maintain at its own expense a policy of comprehensive general liability insurance in which the other Party shall be named as an additional insured in connection with the exercise of the rights granted hereunder to such Party. The minimum limits of liability of such insurance shall be an aggregate combined single limit of \$2,000,000.00 for personal injury or property damage, or such higher limits as may reasonably be requested in writing and which would be customarily maintained for similar coverages. A certificate evidencing that such insurance is in place shall be provided prior to any work being commenced (effective upon the exercise of the easement rights granted hereunder) and such additional certificate shall be provided at least twenty (20) days prior to the expiration of the then existing policy. Each such certificate shall provide that such other Party shall be named as an additional insured thereunder.

10. Benefit. The easements and rights granted herein to Portland Norwich and Portland Acquisition shall be for the benefit of the owners and mortgagees from time to time of all or any portion of Lot 1 and Lot 2, respectively, and their respective successors and assigns, and for the tenants, lessees, licensees and lawful occupants of the respective properties to which such rights are granted.

11. Successors. As used herein, the terms “Portland Norwich” and “Portland Acquisition” shall include their respective successors and assigns and successors in title where the context so permits, and the agreements contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and those claiming title to or interest in any of Lot 1 or Lot 2 by, through or under any of them.

12. No Liability. If any owner of all of any portion of Lot 1 or Lot 2 is an individual, corporation, trust or partnership, no such individual, no shareholder, officer or director of any such corporation, no partner, general or limited, of any such partnership, and no trustee or beneficiary or shareholder of any such trust shall have any personal liability under this Agreement. Each such party (including mortgagees) shall be liable only during their respective periods of ownership.

13. No Merger. There shall be no merger of the rights, limitations or obligations created hereby with the fee title to any of the properties, notwithstanding that the properties are or may be owned or leased by the same person or persons or entities benefitted or burdened hereby.

14. No Waiver. Any failure by any Party to insist upon strict performance by any other Party of any of the obligations hereunder shall not be deemed to be a waiver of any of the

obligations hereunder, and such Party shall have the right at any time thereafter to insist upon strict performance by the other Party of any and all such obligations. The failure of any Party to exercise any right or remedy hereunder shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies.

15. Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of this Agreement and the remaining provisions thereof shall be in no way affected, prejudiced or disturbed thereby.


16. Modifications. This Agreement and the terms hereof may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

17. Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Maine, and this Agreement is executed as a sealed instrument under Maine law.

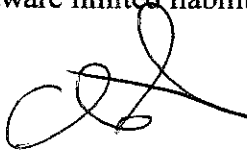
18. Mortgage Subordinate. The rights granted hereunder shall at all time be superior to any mortgages on Lot 1 or Lot 2. Provided, however, no mortgagee of either of Lot 1 or Lot 2 shall be subject to payment of any of the obligations under this Agreement unless and until a mortgagee shall become an owner of said Lot 1 or Lot 2, and then only for such costs and expenses actually incurred under the terms of this Agreement during the period of such mortgagee's ownership of the respective Lot 1 or Lot 2.

Executed as a sealed instrument as of the Effective Date.

PORTLAND NORWICH GROUP LLC,
a Delaware limited liability company

By: 
Name: David P. Leatherwood
Its: Duly Authorized Representative

PORTLAND ACQUISITION LLC,
a Delaware limited liability company

By: 
Name: David P. Leatherwood
Its: Duly Authorized Representative

STATE OF FLORIDA

Lee County

On this 27th day of September, 2016, before me, the undersigned notary public, personally appeared David P. Leatherwood, duly authorized representative of Portland Norwich Group LLC, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Portland Norwich Group LLC and in his stated capacity for said Portland Norwich Group LLC.



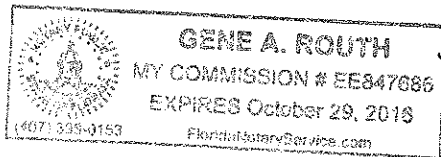
[Affix Seal]

Gene A. Routh
Notary Public

STATE OF FLORIDA

Lee County

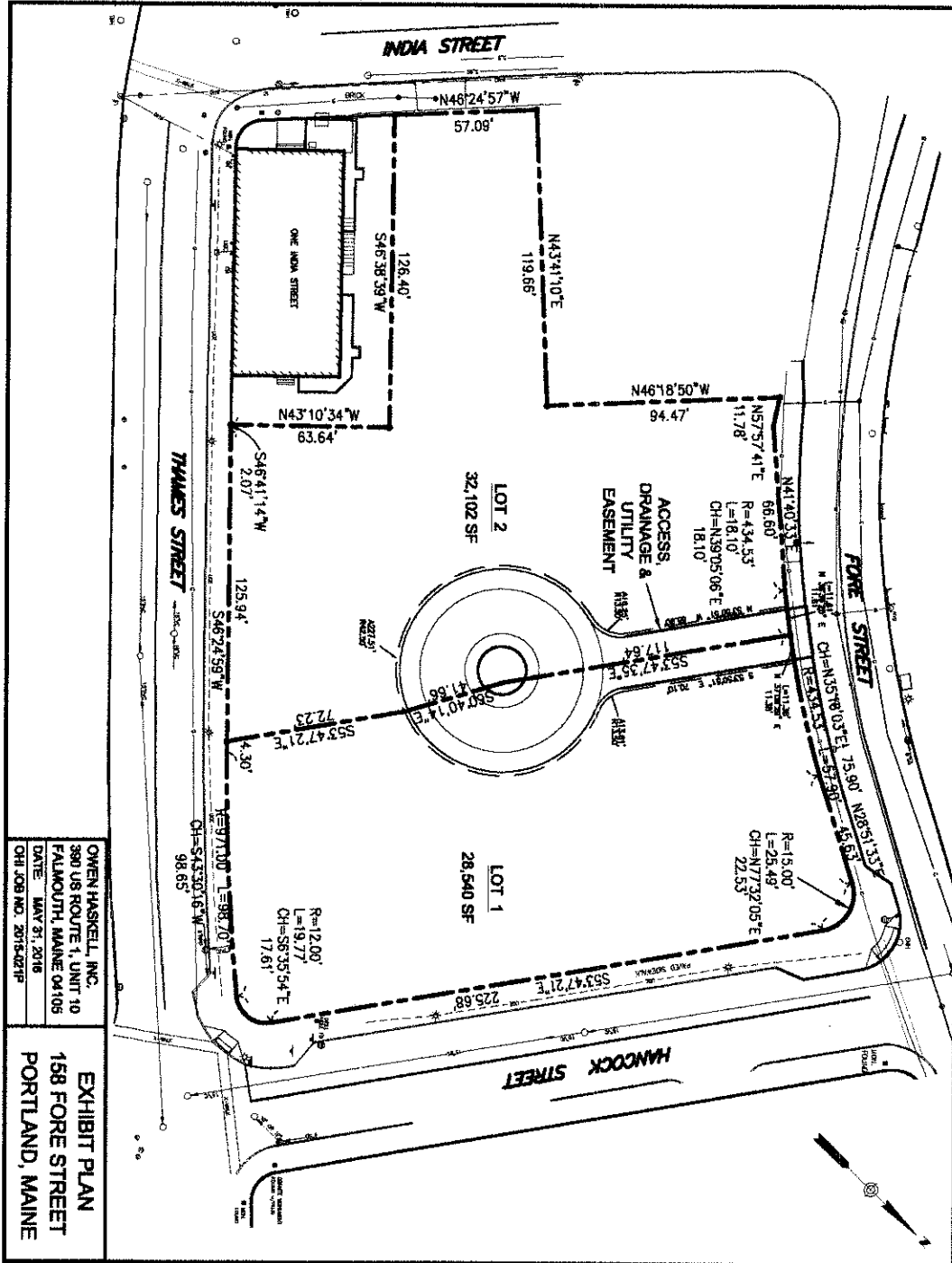
On this 27th day of September, 2016, before me, the undersigned notary public, personally appeared David P. Leatherwood, duly authorized representative of Portland Acquisition LLC, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Portland Acquisition LLC and in his stated capacity for said Portland Acquisition LLC.



[Affix Seal]

Gene A. Routh
Notary Public

EXHIBIT A
Copy of Easement Plan



OWEN HASKELL, INC.
380 US ROUTE 1, UNIT 10
PALMOUTH, MAINE 04105
DATE: MAY 31, 2018
CMI JOB NO. 2018428P

EXHIBIT PLAN
158 FORE STREET
PORTLAND, MAINE

EXHIBIT A-1

Description of Easement Area

A certain lot or parcel of land situated on the southeasterly side of Fore Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the southeasterly sideline of Fore Street said point being at the common line between Lot 1 and Lot 2 as shown on "Recording Plat 158 Fore Street, 158 Fore Street, Portland, Maine made for record owner Portland Norwich Group LLC" dated March 11, 2016 by Owen Haskell, Inc. recorded in the Cumberland County Registry of Deeds Plan Book 216 Page 185;

Thence, northeasterly along the southeasterly sideline of said Fore Street along a curve to the left having a radius of 434.53 feet an arc length of 11.38 feet to a point, said point being 11.38 feet on a course of N 37°08'29" E from the point of beginning;

Thence, S 53°50'51" E across said Lot 1 a distance of 70.10 feet;

Thence, southeasterly across said Lot 1, along a curve to the left having a radius of 13.50 feet an arc length of 13.61 feet;

Thence, southeasterly, southerly, northwesterly and northerly across said Lot 1 and said Lot 2 along a reverse curve to the right having a radius of 42.50 feet an arc length of 227.51 feet;

Thence, northerly across said Lot 2 along a reverse curve to the left having a radius of 13.50 feet an arc length of 16.25 feet;

Thence, N 53°50'51" W across said Lot 2 a distance of 65.90 feet to the southeasterly sideline of said Fore Street;

Thence, northeasterly along the southeasterly sideline of said Fore Street along a curve to the left having a radius of 434.53 feet an arc length of 11.61 feet to the point of beginning, said point being 11.61 feet on a course of N 38°39'25" E from the last named point.

EXHIBIT A-2

Description of Lot 1 Easement Area

A certain lot or parcel of land situated on the southeasterly side of Fore Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the southeasterly sideline of Fore Street said point being at the common line between Lot 1 and Lot 2 as shown on "Recording Plat 158 Fore Street, 158 Fore Street, Portland, Maine made for record owner Portland Norwich Group LLC" dated March 11, 2016 by Owen Haskell, Inc. recorded in the Cumberland County Registry of Deeds Plan Book 216 Page 185;

Thence, northeasterly along the southeasterly sideline of said Fore Street along a curve to the left having a radius of 434.53 feet an arc length of 11.38 feet to a point, said point being 11.38 feet on a course of N 37°08'29" E from the point of beginning;

Thence, S 53°50'51" E across said Lot 1 a distance of 70.10 feet;

Thence, southeasterly across said Lot 1, along a curve to the left having a radius of 13.50 feet an arc length of 13.61 feet;

Thence, southeasterly and southerly said Lot 1 along a reverse curve to the right having a radius of 42.50 feet an arc length of 99.67 feet to Lot 2 as shown on said plan;

Thence, N 60°40'14" W along said Lot 2 a distance of 41.66 feet;

Thence, N 53°47'35" W along said Lot 2 a distance of 117.64 feet to the southerly sideline of said Fore Street and the point of beginning.

EXHIBIT A-3

Description of Lot 2 Easement Area

A certain lot or parcel of land situated on the southeasterly side of Fore Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the southeasterly sideline of Fore Street said point being at the common line between Lot 1 and Lot 2 as shown on "Recording Plat 158 Fore Street, 158 Fore Street, Portland, Maine made for record owner Portland Norwich Group LLC" dated March 11, 2016 by Owen Haskell, Inc. recorded in the Cumberland County Registry of Deeds Plan Book 216 Page 185;

Thence, S 53°47'35" E along said Lot 1 a distance of 117.64 feet;

Thence, S 60°40'14" E along said Lot 1 a distance of 41.66 feet;

Thence, northwesterly and northerly across said Lot 2 along a reverse curve to the right having a radius of 42.50 feet an arc length of 127.84 feet;

Thence, northerly across said Lot 2 along a reverse curve to the left having a radius of 13.50 feet an arc length of 16.25 feet;

Thence, N 53°50'51" W across said Lot 2 a distance of 65.90 feet to the southeasterly sideline of said Fore Street;

Thence, northeasterly along the southeasterly sideline of said Fore Street along a curve to the left having a radius of 434.53 feet an arc length of 11.61 feet to the point of beginning, said point being 11.61 feet on a course of N 38°39'25" E from the last named point.

Received
Recorded Register of Deeds
Oct 20, 2016 02:19:14P
Cumberland County
Nancy A. Lane