

Easement Relocation Agreement

This Easement Relocation Agreement is entered into this 3<sup>rd</sup> day of May 2006, by and between Village Café, Inc., a Maine corporation with a mailing address of 112 Newbury Street, Portland, Maine 04101 ("Village") and Pearl Properties, LLC, a Maine limited liability company with a mailing address c/o 198 Tuttle Road, Cumberland, Maine 04021 ("Pearl").

Whereas, Village is the owner of real property located near Middle, India, Newbury, and Hancock Streets in Portland, Cumberland County, Maine (the "Village Property") and more particularly described in the following deeds:

- a. deed from Ari Real Estate Holdings, L.L.C. dated February 11, 2002 and recorded at Cumberland County Registry of Deeds in Book 17317, Page 167;
- b. deed from Andrew Quatrano and Rose Anne Quatrano dated March 3, 1971 and recorded at said Registry in Book 3161, Page 504;
- c. deed from Rose M. Piacitelli dated December 19, 1978 and recorded at said Registry in Book 4357, Page 291;
- d. deed from Theresa C. Piacitelli acknowledged on March 7, 1972 and recorded at said Registry in Book 3217, Page 83;
- e. deed from Angelina C. Phillipio dated July 21, 1967 and recorded at said Registry in Book 3004, Page 226;
- f. deed from Gladys Difazio and John R. Difazio dated May 29, 1969 and recorded at said Registry in Book 3091, Page 703;
- g. deed from Santino Viola dated October 2, 1975 and recorded at said Registry in Book 3752, Page 140;
- h. deed from Vincenzo Reali dated December 11, 1969 and recorded at said Registry in Book 3112, Page 131;
- i. deed from Amedeo Reali and Albert Dimillo dated January 1, 1967 and recorded at said Registry in Book 3024, Page 132;
- j. deed from Amedeo J. Reali and Bridget Dimillo dated September 1, 1972 and recorded at said Registry in Book 3291, Page 260;
- k. deed from Donald J. Roderick and Felicia J. Roderick dated May 23, 1967 and recorded at said Registry in Book 2996, Page 237; and
- l. deed from Rocco C. Risbara, Jr. dated May 23, 1967 and recorded at said Registry in Book 2996, Page 235;
- m. deed from Adelaide DiPaolo dated December 19, 1978 and recorded at said Registry in Book 4357, Page 289;
- n. deed from Mary Nolfo dated September 9, 1977 and recorded at said Registry in Book 4094, Page 222;
- o. deed from 73 India Street Associates dated April 10, 1991 and recorded at said Registry in Book 9520, Page 73; and
- p. deed from Dominic Reali dated June 6, 1991 and recorded at said Registry in Book 9591, Page 34;

Whereas, Pearl is the owner of real property located on India Street in Portland, Cumberland County, Maine and more particularly described in a deed from Wooden Nickel, LLC to Pearl dated August 5, 2005 and recorded at said Registry in Book 23005, Page 267 (the "Pearl Property");

Whereas, Village has requested that Pearl release easements that burden the Village Property, such easements referenced or described in deeds from Geoffrey I. Rice to Village recorded at said Registry in Book 4308, Page 125, and from Arnold M. Siciliano to Maria DeFilippo Navarro recorded at said Registry in Book 1148, Page 240, and being depicted as "Turners Court" and "8' Common Right of Way" on an survey entitled "ALTA/ACSM Land Title Survey of: Village Café Inc." prepared for GFI Acquisitions I, LLC by Sebago Technics dated July 12, 2005, last revised August 2, 2005 (Project No. 05109) (together, the "Existing Easements");

Whereas, Pearl has requested that Village provide Pearl with a new easement for access and underground utilities for the Pearl Property;

Whereas, Pearl is willing to release the Existing Easements and Village is willing to grant Pearl the new easement on the terms and conditions provided below.

Now, therefore, in consideration of the agreements of Village and Pearl below, the sufficiency of which hereby is acknowledged, Village and Pearl agree as follows:

1. Except for the new easement granted in paragraph number 2 below, Pearl hereby releases and grants to Village all right, title and interest in the Existing Easements and the Village Property.
2. Village hereby grants to Pearl, with Warranty Covenants, a non-exclusive, irrevocable and perpetual easement for purposes of access by pedestrians and vehicles to the Pearl Property from Middle Street, but not for parking, and for underground utilities in that fourteen (14)-foot strip of land depicted on **Exhibit A** attached hereto and more particularly described on **Exhibit B** attached hereto (the "Easement Area"). Pearl shall have the right to use the Easement Area for pedestrian and vehicular access and underground utilities for only the buildings on the Pearl Property, and including the right to enter upon the Easement Area to maintain, repair, replace and renovate such buildings, but the easements granted herein shall not be for the benefit of any property other than the Pearl Property. Included with the foregoing is the right to install, maintain, repair and replace underground utilities within the Easement Area provided that such utilities do not unreasonably interfere with utilities installed in the Easement Area for the benefit of the Village Property and to pave, repave, repair, remove snow from and otherwise maintain the Easement Area for the purposes set forth herein provided that Pearl shall provide Village with reasonable advance notice of work on improvements in the Easement Area and use commercially reasonable efforts to minimize disruption to the business or other uses of the Village Property caused by such work. Further, Pearl shall indemnify and hold Village harmless from any claims, costs, damages and expenses, including without

limitation reasonable attorneys' fees, incurred by Village and caused by Pearl's use of the Easement Area. The foregoing easements shall not be blocked or otherwise obstructed by Village. However, Village and Pearl shall each have the right to temporarily obstruct the Easement Area during construction of improvements on the Village Property or the Pearl Property or maintenance or repairs to the Village Property or the Pearl Property; such obstructing party shall provide the other party with reasonable advance notice of such obstruction and shall use commercially reasonable efforts to minimize the extent and duration of such obstruction. The benefits and burdens of this easement shall run with the Pearl Property and the Village Property and inure to the successors and assigns of Village and Pearl.

3. Village hereby grants to Pearl, with Warranty Covenants, a non-exclusive, irrevocable right and easement for pedestrian and vehicular ingress and egress from the existing curb cut on Middle Street located closest to the Easement Area, in, over and across the Village Property to the Easement Area until Village installs, at its sole cost and expense, a curb cut, reasonably satisfactory to Pearl, extending along Middle Street which shall permit pedestrian and vehicular ingress and egress to the Easement Area and paves, at its sole cost and expense, the Easement Area, allowing and permitting Pearl actual and convenient pedestrian and vehicular ingress and egress from the Pearl Property over the Easement Area to Middle Street. The foregoing easement shall not be blocked or otherwise obstructed by Village except for temporary blockage consistent with temporary blockage for the Easement Area as provided in paragraph 2 above. Village shall commence and diligently prosecute completion of said installation of the curb cut and paving of the Easement Area promptly upon substantial completion of construction on the portion of the Village Property adjacent to the Easement Area.

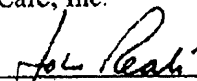
4. Notwithstanding anything to the contrary herein, nothing herein shall be deemed to release or otherwise relinquish or affect the three (3) foot wide easement described in the deed from Wooden Nickel, LLC to Pearl dated August 5, 2005 and recorded at said Registry in Book 23005, Page 267.

In witness whereof, Village has caused this instrument to be executed under seal by John Reali, its duly authorized President, and Pearl has caused this instrument to be executed under seal by Joseph W. Reynolds, its duly authorized Manager.

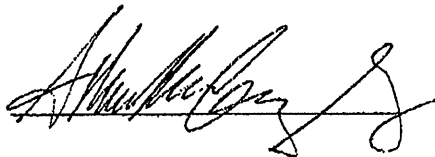
Witness:

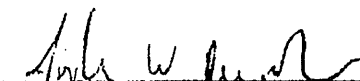


Village Café, Inc.

By:   
John Reali, its duly authorized President

Pearl Properties, LLC

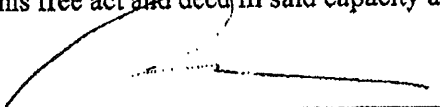


By:   
Joseph W. Reynolds  
Its duly authorized Manager

State of Maine  
County of Cumberland

May 3, 2006

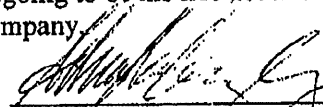
Personally appeared before me the above-named John Reali, President of Village Café, Inc., and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said corporation.

  
Print name: Frederick R. Rovy  
Notary Public/Attorney at Law  
My commission expires:

State of Maine  
County of Cumberland

May 3, 2006

Personally appeared before me the above-named Joseph W. Reynolds, Manager of Pearl Properties, LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

  
Print name: Adam M. Cronzale  
Notary Public/Attorney at Law  
My commission expires:

Wooden Nickel LLC, hereby joins in this Easement Relocation Agreement with respect to its interest in the Pearl Property pursuant to a certain Statutory Short-Form Mortgage from Pearl dated August 9, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23005, Page 270, and hereby subordinates such mortgage to this Easement Relocation Agreement.

Wooden Nickel LLC

By: [Signature]  
Ronald Nicholas, its Member

By: [Signature]  
Brenda S. Nicholas, its Member

State of Maine  
County of Cumberland

May 3, 2006

Personally appeared before me the above-named Ronald Nicholas, Member of Pearl Properties, LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

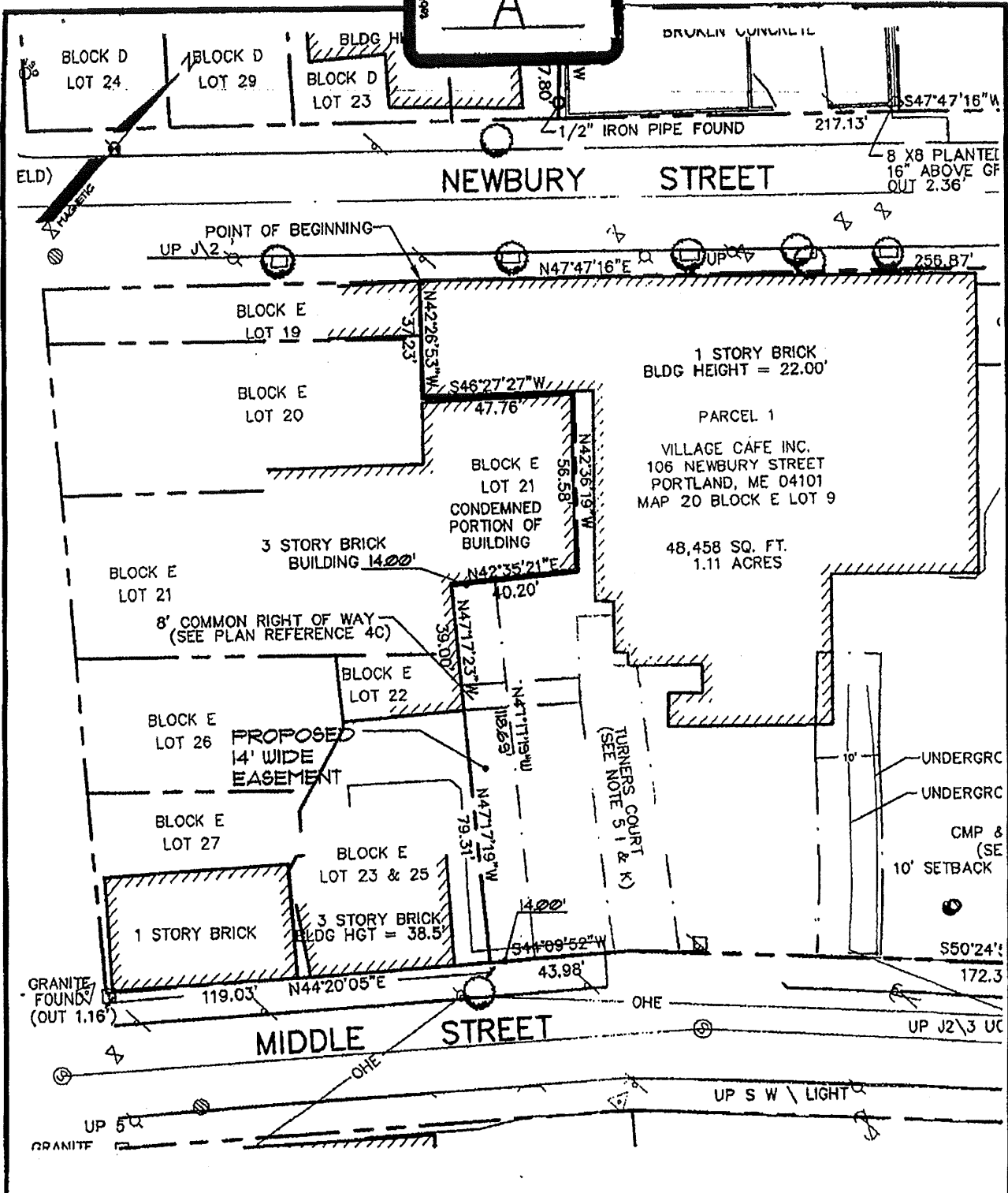
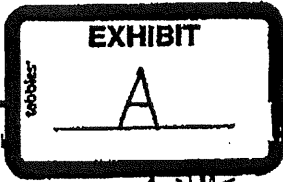
[Signature]  
Print name:  
Notary Public/Attorney at Law  
My commission expires:

State of Maine  
County of Cumberland

May 3, 2006

Personally appeared before me the above-named Brenda S. Nicholas, Member of Pearl Properties, LLC, and acknowledged the foregoing to be her free act and deed in said capacity and the free act and deed of said company.

[Signature]  
Print name:  
Notary Public/Attorney at Law  
My commission expires:



**Sebago Technics**  
 Engineering Expertise You Can Build On  
 One Chobot Street  
 Westbrook, Me 04098-1339  
 Tel (207) 858-0277

**TITLE**  
 PROPOSED NEW 14' WIDE EASEMENT

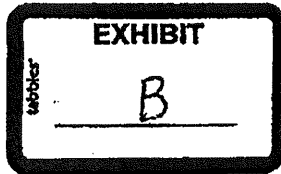
SCALE: 1"=40'

DATE: 4-14-08

LOCATION:  
 VILLAGE CAFE INC.  
 112 NEWBURY ST. PORTLAND, ME

FOR: VILLAGE AT OCEAN GATE C/O  
 GFI ACQUISITIONS I, LLC  
 133 PEARL ST. BOSTON, MA

SHEET:  
 1 OF 1



05109

Doc#: 70192 Bk:25615 Pg: 193

**DESCRIPTION OF A 14-FOOT WIDE EASEMENT**  
**Prepared for**  
**Village at Ocean Gate**  
**Portland, Maine**

A certain parcel of land situated on the northwesterly side of Middle Street, City of Portland, County of Cumberland, State of Maine, being further described as follows:

Beginning at a point on the northwesterly sideline of Middle Street, said point being N 44°-20'05" E by and along said northwesterly sideline, a distance of 119.03 feet from the intersection of the northeasterly sideline of India Street with said northwesterly sideline of Middle Street;

Thence N 44°-09'-52" E, by and along said northwesterly sideline, a distance of 14.00 feet;

Thence N 47°-17'-19" W, through the land of the grantor, a distance of 118.69 feet;

Thence S 42°-35'-21" W, through the land of said grantor, a distance of 14.00 feet to a point on the northeasterly face of a brick building;

Thence S 47°-17'-18" E, by and along said northwesterly face of a brick building, a distance of 39.00 feet;

Thence leaving said northeasterly face of a brick building S 47°-17'-19" E, a distance of 79.31 feet to the Point of Beginning.

Meaning and intending to describe a 14 foot wide Easement containing 1,659 square feet.

Bearings are Maine State Plane Grid, West Zone.

CD:cd/kn  
April 14, 2006

Received  
Recorded Register of Deeds  
Nov 14, 2007 08:46:31A  
Cumberland County  
Pamela E. Lovley

Pedestrian Access Easement

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, The Village at Oceangate, LLC, a Maine limited liability company with a mailing address of 35 Fay Street, Suite 107-B, Boston, Massachusetts 02118 ("VOG"), hereby grants the following pedestrian access easement to Pearl Properties, LLC, a Maine limited liability company with a mailing address c/o 198 Tuttle Road, Cumberland, Maine 04021 ("Pearl"):


A non-exclusive and irrevocable right and easement for pedestrians to cross and re-cross that five (5) foot strip of land more particularly described on **Exhibit A** attached hereto for purposes of accessing the back portion of the Pearl Property (as defined below) from Newbury Street. VOG agrees not to obstruct the easement granted herein except on a temporary basis and as reasonably necessary for construction activities on the VOG Property.

This easement is intended to be appurtenant to and benefit real property located on India Street in Portland, Cumberland County, Maine and more particularly described in a deed from Wooden Nickel, LLC to Pearl dated August 5, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23005, Page 267 (the "Pearl Property"). This easement burdens the portion of the VOG property located near Newbury Street in Portland, Cumberland County, Maine (the "VOG Property") and more particularly described in a deed from Village Café, Inc. dated November 15, 2007, and recorded in said Registry in Book 25625, Page 275. This easement shall run with the land and all provisions of this easement shall be binding upon and inure to the benefit of the successors and assigns of VOG and Pearl.

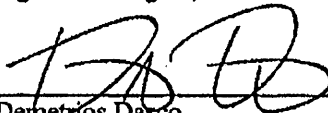
In witness whereof, VOG has caused this instrument to be executed by Demetrios Dasco, its duly authorized Manager on this 31 day of January, 2009.

Witness:

The Village at Oceangate, LLC

  
\_\_\_\_\_

By:


  
Demetrios Dasco  
Its duly authorized Manager



Commonwealth of Massachusetts  
County of Suffolk

January 31, 2009

Personally appeared before me the above-named Demetrios Dasco, Manager of The Village at Oceangate, LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

  
\_\_\_\_\_  
Print name:  
Notary Public/Attorney at Law  
My commission expires:

12/26/2015

EXHIBIT A

05109

**Proposed 5 Foot Wide  
Pedestrian Easement**

A certain pedestrian easement situated on the southerly side of Newbury Street, in the City of Portland, County of Cumberland, State of Maine, being depicted on a plan of land titled "Boundary & Topographic Survey of The Bay House", dated through June 03, 2008 by Sebago Technics, Inc., said easement being more particularly bounded and described as follows:

Beginning at a 5/8 inch rebar found at a corner of land now or formerly of Wooden Nickel, LLC, as described in a deed recorded at the Cumberland County Registry of Deeds in Book 14219, Page 166, said rebar being a corner of property now or formerly of The Village at Ocean Gate, LLC, as described in a deed recorded in Book 25625, Page 275;

Thence N 42°-26'-53" W, by and along land now or formerly of Bartlett Island, LLC, as described in a deed recorded in Book 17068, Page 212, and by and along land now of formerly of MAHC, Inc., as described in a deed recorded in Book 15267, Page 127, a total distance of 38.09 feet to a point in the southerly side of Newbury Street;

Thence N 47°-47'-16" E, by and along Newbury Street, a distance of 5.00 feet to a point;

Thence S 42°-26'-53" E, passing through land of the grantor, a distance of 38.08 feet to a point in the line of land of Wooden Nickel, LLC;

Thence S 47°-36'-06" W, by and along land of Wooden Nickel, LLC, a distance of 5.00 feet to the point of beginning.

Meaning and intending to describe a certain 5 foot wide pedestrian access easement containing 190 square feet, more or less being depicted as a "Proposed 5 foot wide pedestrian access easement to benefit Block E, Lot 21", as shown on a plan of land titled "Boundary & Topographic Survey of The Bay House" dated through June 03, 2008 by Sebago Technics, Inc.

The bearings referenced herein are based upon Grid North NAD 1983 Maine West Zone.

DCS/cb  
June 20, 2008

Received  
Recorded Register of Deeds  
Feb 13, 2009 01:47:45P  
Cumberland County  
Pamela E. Lovley