

SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of the Fifth day of May, 2017, by and between the City of Portland (hereinafter "City") and Federal Street Phoenix, LLC (hereinafter "FSP"), (collectively the "Parties").

WITNESSETH

WHEREAS, the City has asserted certain claims against FSP seeking injunctive relief and fines to remove two trailered homes from FSP's property at 47-49 Chapel Street in Portland (the "Property"). The City claims are asserted in an action pending in the Cumberland County District Court: Docket No. PORD-CV-2017-00094, (hereinafter the "Civil Action"); and

WHEREAS, the Parties wish to settle the claims that relate to the Civil Action.

NOW, THEREFORE, the parties agree as follows:

1. Within seven days of the execution of this Agreement, FSP agrees that the City of Portland may take all reasonable and necessary steps to discontinue electrical service to the Property.
2. Separate from, and in addition to, any actions taken by the City pursuant to section 1 above, within seven days from the execution of this Agreement, FSP agrees to disconnect the trailered homes from all utilities and not reconnect them without prior written consent by the City.

If FSP fails to disconnect the trailered homes from water and sewer services, or reconnects those services without prior written consent by the City, FSP agrees that the City may take all reasonable and necessary steps to disconnect those utility services without further notice. This remedy is in addition to, and not in lieu of, all other remedies provided for in this Agreement.

3. Within seven days from the execution of this Agreement, FSP agrees to disconnect and remove all propane tanks from the Property and not replace them without the appropriate permits from the City.
4. FSP shall not permit the trailered homes to be inhabited while located on the Property or within the City limits, without the appropriate permits issued by the City. However, incidental presence at the homes, including but not limited to presence related to cleaning, removal of personal property, preparation for showing the units for sale or confirming the units are secure, shall not be considered a violation.

5. By no later than July 3, 2017, FSP shall remove the trailered homes from the Property and from the City limits. FSP shall not place the trailered homes anywhere within the City without the appropriate permits issued by the City.
6. Within ten days of the execution of this Agreement, FSP will pay civil penalties to the City in the amount of \$1,000.
7. FSP agrees to execute and return the attached Consent Judgment to the City along with this Agreement. Counsel for the City shall hold the executed Consent Judgment in escrow.

If FSP violates any provision of this Agreement, the parties agree that the City may file the Consent Judgment in the Civil Action without further notice to FSP or opportunity to cure. If FSP completes all of the requirements of this Agreement within the timeframes provided, the City will return the Consent Judgment to FSP or destroy it, at FSP's option.

8. The parties agree that counsel for FSP shall file a motion to continue the hearing in the Civil Action until July 10, 2017. The City shall consent to such motion in a form agreeable to counsel for the City.
9. If FSP complies with all of the requirements of this Agreement, the City agrees to dismiss the Civil Action with prejudice and without costs to either party.

Non-Admission of Liability. It is agreed and understood by the Parties that the promises, covenants and agreements herein constitute consideration for the settlement of disputed claims, and that said consideration is not to be construed as an admission of violation on the part of FSP. This Settlement does not form a bar for FSP its successors or assigns in seeking any permit/s or the City granting any permit/s for the Property pending dismissal of the Civil Action or at any time thereafter.

Acknowledgement by Parties. The Parties agree, represent, acknowledge and warrant as follows:

- (a) The Parties have read this Agreement, and fully understand its meaning and significance.
- (b) The Parties have consulted with their attorneys regarding the meaning and significance of the terms and conditions contained in this Agreement.
- (c) By signing this Agreement, the Parties are not relying on any representations except as otherwise set forth in this Agreement.

- (d) The Parties' decision to execute this Agreement, and to abide by its terms and conditions, is completely voluntary.

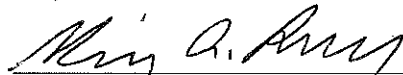
Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and no amendments or additions to this Agreement shall be binding unless in writing and signed by all of the Parties hereto. This Agreement represents the entire agreement between the Parties, and no Party has made any promises other than those contained in this written Agreement.

Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court or agency of competent jurisdiction, those provisions shall be fully severable and divisible, and the remainder of this Agreement shall have full force and effect.

Execution. This Agreement may be executed and delivered in any number of original or facsimile counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year stated above.

City of Portland



BY: MICHAEL RUSSELL

ITS: PERMITTING AND INSPECTIONS
DIRECTOR

Federal Street Phoenix, LLC

BY:

ITS: