

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement ("Agreement") is made as of January 3, 2013, by and between the **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336 ("CMP") and **COW PLAZA HOTEL LLC**, a Maine limited liability company with a place of business at 100 Commercial Street, Portland, Maine 04101 ("CPH").

WHEREAS, CPH owns certain land located at the intersection of Union Street and Fore Street in the City of Portland, County of Cumberland and State of Maine more fully described in that certain deed from Cow Plaza 1 LLC to COW PLAZA HOTEL dated June 28, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29745, Page 82 and as shown on that certain ALTA/ACSM Survey (the "Survey") prepared by Northeast Civil Solutions, dated December 19, 2012, an annotated excerpt of which is attached hereto as Exhibit A and incorporated herein (the "CPH Parcel"); and

WHEREAS, CMP holds certain easement rights to locate electrical cables under a specific area of the CPH Parcel, which area is believed to be the area depicted on the Survey as "Existing Electrical Easement to CMP" (the "Original Easement Area") by virtue of that certain instrument from R. Freeman Etheridge, Jr. and Arthur A. Fink to CMP dated November 9, 1951 and recorded in said Registry of Deeds in Book 2066, Page 146 (the "1951 Easement"); and

WHEREAS, CMP's underground electrical and communications cables and certain equipment and appurtenances connected therewith (collectively the "CMP Utility Lines") may not be located within the Original Easement Area as shown on the Survey; and

WHEREAS, the parties hereto wish to amend and re-state the 1951 Easement pursuant to the terms described herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CMP hereby releases to CPH, its successors and assigns, all right, title and interest in and to the CPH Parcel, including without limitation, the Original Easement Area, acquired by virtue of the 1951 Easement or by virtue of any current or previous use or enjoyment of the CPH Parcel by the CMP or its predecessors.

2. CPH hereby grants to CMP, its successors and assigns, a non-exclusive easement under the surface of the CPH Parcel in the area below the lower surface of the Protective Barrier (as such term is defined in Section 4 below) to be installed by CPH, in substantially the now-existing location of the CMP Utility Lines (the "New Easement Area") which New Easement Area is depicted on the Survey as "Proposed Electrical Easement" and is more particularly described as follows:

STARTING at the intersection of the northwesterly right-of-way line of Fore Street and the northeasterly right-of-way line of Union Street;

THENCE N 61°16'30" E along the northwesterly right-of-way line of said Fore Street 42.77' to the TRUE POINT OF BEGINNING;

THENCE N 29°31'09" W through the CPH Parcel 82.79' to a point on the southeasterly line of the property owned by CMP and identified on the City of Portland Municipal Tax Map 32 as Parcel I-39 (the "CMP Parcel");

THENCE N 60°12'54" E along the southeasterly line of said CMP Parcel 10.00' to a point;

THENCE S 29°31'09" E through said CPH Parcel 82.98' to a point on the northwesterly right-of-way line of said Fore Street;

THENCE S 61°16'30" W along the northwesterly right-of-way line of said Fore Street 10.00' to the TRUE POINT OF BEGINNING.

The above described parcel contains 829 square feet more or less.

The basis of bearing for the above is Grid North.

The easement herein conveyed is for the purpose of burying, maintaining and removing the existing CMP Utility Lines and any additional electrical or communications lines in the future and transmitting electricity and communications data through the same, together with the right to enter said New Easement Area upon reasonable notice to CPH (except in the event of an emergency, in which case no notice is required) for purposes of installing, maintaining and removing the CMP Utility Lines.

3. All work performed upon and use of the New Easement Area or any other portion of the CPH Parcel by CMP or its employees or agents for the purposes set forth herein shall be at CMP's sole cost and expense and shall be conducted in such a manner so as to minimize disturbance of CPH's use and enjoyment of the CPH Parcel. CMP agrees to promptly restore, at its sole cost and expense, any portion of the New Easement Area or any other portion of the CPH Parcel, including any improvements located thereon, which is/are disturbed or damaged in connection with such work or related in any way to the exercise by CMP of any rights granted herein, to substantially its/their condition prior to such work or exercise.

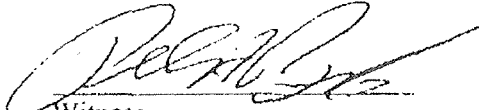
4. CPH hereby excepts and reserves to itself and its successors and assigns, the land (including the surface thereof) and air space above the New Easement Area, including the right to use the same for all purposes, so long as such use does not materially interfere with the easement rights granted herein. Notwithstanding the foregoing, CMP hereby expressly acknowledges and agrees that CPH, its successors and assigns shall have the right: (a) to construct, operate, maintain, repair and replace a multi-story building and other improvements on the CPH Parcel, including on the land above the New Easement Area and the airspace above the

same, so long as CPH maintains above the surface of the New Easement Area, an open and unobstructed vertical clearance of at least ten feet (10') vertically above-grade level; and (b) to construct, operate, maintain, repair and replace a reinforced concrete protective barrier on and under the CPH Parcel, including on and under the land immediately above the New Easement Area (the "Protective Barrier"); and (c) to improve the surface of the land above the New Easement Area with landscaping, hardscaping, pedestrian and vehicular passageways, and surface treatments, including without limitation, bricks, pavers, granite, concrete and asphalt pavement; and (d) to use, maintain, repair, remove and replace such improvements and otherwise use the land (including the surface thereof) and airspace above the New Easement Area for all purposes not expressly prohibited hereby, including without limitation, pedestrian and vehicular passage and vehicle parking. In exercising any such rights, CPH shall not materially disturb or damage the CMP Utility Lines, and shall be responsible solely for all reasonable repair costs associated with any such disturbance or damage to the same, to the extent caused by CPH or its employees or agents, which are necessary to restore the CMP Utility Lines to their condition existing just prior to such damage or disturbance.

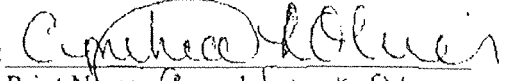
5. Notwithstanding anything contained herein to the contrary, in the event that the CMP Utility Lines cease to be used for the transmission of electricity and/or communications data, the easement and rights granted herein shall automatically terminate and the CPH Parcel shall no longer be encumbered by this instrument which shall be of no further force and effect.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Easement Agreement to be executed under seal by their respective duly authorized representatives as of the date first above written.


Witness

CENTRAL MAINE POWER COMPANY

By: 
Print Name: Cynthia K. Oliver
Title: Manager - Real Estate

COW PLAZA HOTEL LLC

By: _____
J. Tim Soley, Manager

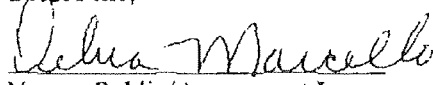
Witness

State of ~~Maine~~ New York
County of ~~Cumberland~~ Broome, ss.

January 3, 2012

Personally appeared the above named Cynthia K. Oliver, manager of Central Maine Power Company as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Central Maine Power Company.

DEBRA MARCELLO
Notary Public - State of New York
No. 01MA4648493
Qualified in Broome County
My Comm. Expires May 31, 2015

Before me,

Notary Public/Attorney at Law
Print Name:
Commission Expires:

State of Maine
County of Cumberland, ss.

_____, 2012

Personally appeared the above named J. Tim Soley, Manager of Cow Plaza Hotel LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cow Plaza Hotel LLC.

Before me,

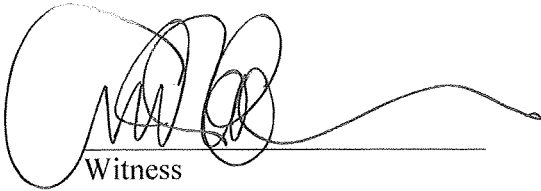
Notary Public/Attorney at Law
Print Name:
Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Easement Agreement to be executed under seal by their respective duly authorized representatives as of the date first above written.

CENTRAL MAINE POWER COMPANY

Witness

By: _____
Print Name:
Title:



Witness

COW PLAZA HOTEL LLC

By: _____
J. Tim Soley, Manager

State of Maine
County of Cumberland, ss.

_____, 2012

Personally appeared the above named _____, _____ of Central Maine Power Company as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Central Maine Power Company.

Before me,

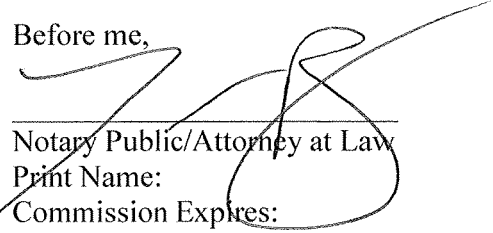
Notary Public/Attorney at Law
Print Name:
Commission Expires:

State of Maine
County of Cumberland, ss.

DECEMBER 26, 2012

Personally appeared the above named J. Tim Soley, Manager of Cow Plaza Hotel LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Cow Plaza Hotel LLC.

Before me,



Notary Public/Attorney at Law
Print Name:
Commission Expires:

