
7. EASEMENTS AND OTHER BURDENS

The Boundary Survey is included as an attachment to Section 19.

The following existing easements or other burdens have been identified:

- The survey shows the location of the existing access easement provided by the owner of the Union Station Plaza Property to Cowcatcher, LLC, the owner of the 221 St. John Street property. A small access easement also exists from Cowcatcher, LLC to Union Station Plaza. These two easements together provide for shared access for both properties to the existing parking lots. The existing access easements will be maintained to allow for continued shared access to the parking garage and parking lots.
- A twenty-foot drainage easement across Union Station Plaza was established between Union Station Limited Partnership and Maine Medical Center in May 2018. A copy of this easement is attached. Stormwater from the existing Cowcatcher, LLC parking lot currently discharges to a stormdrain system on the Union Station Plaza property. As noted later in this report, stormwater will continue to discharge to this location, and the stormdrain system has been inspected to ensure that it can adequately continue to handle stormwater flow, which will be reduced by the proposed stormwater management system.
- There was an existing easement from the Eagles lot (184 St. John Street) to 222 St. John Street for access. Under the proposed parking garage design, this easement would not be necessary since the Eagles lot has been purchased by Maine Medical Center.

7.1 Attachments

- Union Station Plaza Drainage Easement
- Union Station Plaza Access Easement

EASEMENT DEED

UNION STATION LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of Maine, whose mailing address is 12 Brook St., Wellesley, Massachusetts 02482 (“**Grantor**”), for consideration paid, grants to **COWCATCHER LLC**, a Maine limited liability company, whose mailing address is 100 Commercial Street, Portland, Maine 04101, its successors and assigns (collectively, the “**Grantee**”), forever, a non-exclusive easement for ingress and egress by foot, motor vehicle and equipment, and including the right to grade and pave the same and to locate, install, construct, maintain, repair and replace utility pipes, lines, wires, structures and appurtenances thereto, in, on, under and over the following described parcel of land more fully described below (the “**Easement Area**”). The easement shall be appurtenant to and run with and benefit Grantee’s land described in that certain deed from Craig G. Coffin as successor to Daniel W. Hourihan, Trustee of the St. John Street Realty Trust under Declaration of Trust, dated December 17, 1985, which is dated September 10, 2008, and recorded in the Cumberland County Registry of Deeds (“**Registry of Deeds**”) in Book 26330, Page 105 (“**Grantee’s Property**”). The easement shall run with and burden the property described in a deed from Union Station Plaza Associates to Union Station Limited Partnership, dated June 26, 1992, and recorded in the Registry of Deeds in Book 10144, Page 23 (“**Grantor’s Property**”). The Easement Area is more particularly bounded and described as follows:

A certain parcel of land situated on the westerly side of Saint John Street in the City of Portland, County of Cumberland, State of Maine bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly of Cowcatcher, LLC,

Thence S 82° 18’ 40” W along land of said Cowcatcher 178.44 feet;

Thence S 07° 41’ 20” E along land of said Cowcatcher 63.45 feet;

Thence S 22° 08’ 20” E along land of said Cowcatcher 41.30 feet;

Thence S 07° 41’ 20” E along land of said Cowcatcher 110.00 feet;

Thence S 82° 18’ 40” W along land of said Cowcatcher 26.00 feet;

Thence N 07° 41’ 20” W across land of Union Station Plaza, Inc. 238.44 feet;

Thence N 82° 18' 40" E across land of said Union Station Plaza, Inc. 15.69 feet;

Thence N 07° 41' 20" W across land of said Union Station Plaza, Inc. 7.00 feet;

Thence N 82° 18' 40" E across land of said Union Station Plaza, Inc. 125.43 feet;

Thence N 71° 37' 42" E across land of said Union Station Plaza, Inc. 53.95 feet to the westerly sideline of St. John Street;

Thence S 07° 41' 20" E along the westerly sideline of St. John Street 42.00 feet to the point of beginning, containing 11,057 +/- square feet.

Reference is made to a survey by Owen Haskell, Inc. Job #2008-100 P for further description of the above described easement.

[Balance of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed under seal by its duly authorized representative as of this 12th day of JANUARY 2008.

WITNESS

UNION STATION LIMITED PARTNERSHIP

By: Union Management Corp., a Maine corporation
Its General Partner

[Handwritten signature]

By: J. Robert Connor
J. Robert Connor
Its President

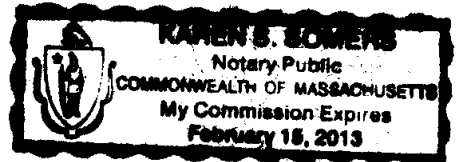
STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

JAN 12, 2008

Then personally appeared before me the above-named J. Robert Connor in his capacity as President of Union Management Corp., General Partner of Union Station Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Limited Partnership.

[Handwritten signature: Karen S. Somers]
~~Notary Public~~ Attorney-at-Law
Print Name: Karen S. Somers
My commission expires: _____

SEAL



Received
Recorded Register of Deeds
Feb 04, 2009 10:48:44A
Cumberland County
Pamela E. Lovley

EASEMENT DEED

UNION STATION LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of Maine, whose mailing address is 12 Brook St., Wellesley, Massachusetts 02482 ("**Grantor**"), for consideration paid, grants to **MAINE MEDICAL CENTER**, a Maine nonprofit corporation, whose mailing address is 22 Bramhall Street, Portland, Maine 04102, its successors and assigns (collectively, the "**Grantee**"), forever, a non-exclusive easement, twenty (20) feet in width centered more or less on the existing underground storm drain line described below more fully, to reconstruct, operate, maintain, inspect and repair or replace a drainage system and related improvements ("**Facilities**"), together with the right of ingress and egress thereto, upon, under, and across the parcel of land (the "**Easement Area**"). The Easement shall be appurtenant to and run with and benefit Grantee's land described in that certain deed from Craig G. Coffin as successor to Daniel W. Hourihan, Trustee of the St. John Street Realty Trust under Declaration of Trust, dated December 17, 1985, which is dated September 10, 2008, and recorded in the Cumberland County Registry of Deeds ("**Registry of Deeds**") in Book 26330, Page 105 ("**Grantee's Property**"). The easement shall run with and burden the property described in a deed from Union Station Plaza Associates to Union Station Limited Partnership, dated June 26, 1992, and recorded in the Registry of Deeds in Book 10144, Page 23 ("**Grantor's Property**"). The Easement Area is more particularly bounded and described as follows:

A certain underground storm drain line situated on the westerly side of St. John Street in the City of Portland, County of Cumberland, and State of Maine, further described as follows:

Commencing on the easterly line of a Portland Terminal Company railroad corridor at the common corner of land now or formerly of Cowcatcher, LLC (deed book 26330 page 105) and land now or formerly of Union Station Plaza Limited Partnership (deed book 6813 page 250);

Thence, N82°23'43"E along common line of said Cowcatcher, LLC and said Union Station Plaza Limited Partnership 88.33 feet, more or less, to an underground

storm drain line and the point of beginning;

Thence, from said point of beginning, the following courses and distances through land of the Grantor and along the centerline of said underground storm drain:

N09°01'09"W a distance of 37.88 feet;

N42°56'14"W a distance of 88.02 feet;

S85°42'45"W a distance of 35.72 feet to a point at land of said Portland Terminal Company, being N07°10'39"W a distance of 111.75 feet, more or less, from the point of commencement.

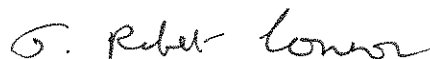
Grantee understands that **Grantor**, or its successors or assigns, may, from time to time in the future, require that the herein described Easement, or some part thereof, be relocated in order to accommodate the development or redevelopment of the **Grantor's Property** which is burdened by such Easement, or by some part thereof. **Grantee**, for itself and for its successors and assigns, agrees that it shall, if requested to do so by the **Grantor**, or by the **Grantor's** successors or assigns, permit the **Grantor**, or its successors or assigns, to relocate said Easement, or part thereof, provided (i) that the proposed relocation does not degrade the operational efficiencies of the **Facilities** to be relocated, or degrade the access to the **Facilities** by the **Grantee** for maintenance, repair, or reconstruction, and (ii) that the **Grantor** or its successors or assigns, pays the cost of said relocation (the costs of the relocation being the actual cost of relocation) and, (iii) that the **Grantor**, or its successors or assigns, grants unto the **Grantee** a replacement easement (which replacement easement shall be a perpetual and unencumbered easement in substantially the same form and content as this document) for the herein Easement, or part thereof, so relocated. At such time as the herein described Easement, or part thereof, is relocated pursuant hereto, **Grantee**, or its successors or assigns, shall vacate and release the herein described.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed under seal by its duly authorized representative as of this 9th day of May, 2018.

WITNESS



UNION STATION LIMITED PARTNERSHIP
By: Union Management Corp., a Maine corporation
Its General Partner



J. Robert Connor
Its President

STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

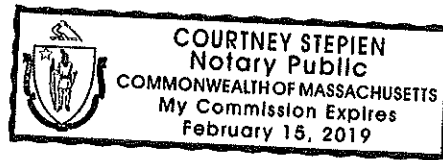
May 9, 2018

Then personally appeared before me the above-named J. Robert Connor in his capacity as President of Union Management Corp., General Partner of Union Station Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Limited Partnership.

Courtney Stepien
Notary Public/ Attorney At Law

Print name: Courtney Stepien
My Commission Expires: 2/15/19

SEAL



Received
Recorded Register of Deeds
May 16, 2018 02:28:55P
Cumberland County
Nancy A. Lane