

This is what we negotiated in other deal. This was agreed to by City of Portland.

15. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A MRSA 4452) and City Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the CITY has delivered written notice of the alleged violation(s) to the [REDACTED] and [REDACTED] and given the [REDACTED] and [REDACTED] an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, and in addition to any penalties authorized by law and imposed by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

Notwithstanding anything to the contrary herein, in the event that either the [REDACTED] or [REDACTED] defaults on their respective obligations hereunder and fails to remedy said default within a reasonable period of time after written notice from the [REDACTED] this Amended Conditional Rezoning Agreement shall remain in full force and effect with respect to the property occupied by the non-defaulting party. The [REDACTED] and [REDACTED] shall have no obligations to perform any of the duties or obligations of the other under this agreement, including any obligation to advance funds to satisfy the others obligations. Each party shall have the right (but not the obligation) to cure any default or violation of the defaulting party under this Agreement. The [REDACTED] shall have no right to withhold approvals relating to the Leased Lot (including without limitation building permits and certificates of occupancy) as a result of any default by the [REDACTED].

16. The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the **PROPERTY**, shall bind and benefit [REDACTED] and [REDACTED] respectively, as more fully set forth above, any entity affiliated with [REDACTED] and [REDACTED] which takes title to the **PROPERTY**, their successors or assigns, and any party in possession or occupancy of said **PROPERTY** or any part thereof, and shall inure to the benefit of and be enforceable by the CITY, by and through its duly authorized representatives. The [REDACTED] and [REDACTED] shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

If any of the restrictions, provisions, conditions, or portions thereof set forth herein should be for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portions hereof.

WITNESS:

