

ATTACHMENT J

Title, Right & Interest

TRAIL EASEMENT

THIS TRAIL EASEMENT is made as of the 21st day of October, 2013 (the "Effective date"), by and between **FOREFRONT PARTNERS I, LP**, a Maine limited partnership organized and existing under the laws of the State of Maine and having a mailing address of P.O. Box 660, Lewiston, Maine 04243-0660 (hereinafter referred to as "Grantor"), and **CITY OF PORTLAND, MAINE**, with a principal address of 389 Congress Street, Room 208, Portland, Maine 04101 (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of property located on Thompson Point, on or near Thompson Point Road and Sewell Street, Portland, Maine, and more specifically described in deed from Thompson's Point Incorporated to Grantor dated June 19, 2013 and recorded on June 27, 2013 in the Cumberland County Registry of Deeds in Book 30781, Page 282 (hereinafter referred to as the "Premises"); and

WHEREAS, Grantor has agreed to grant to Grantee, or other qualified holder, a trail easement over a portion of the Premises as more particularly described herein; and

WHEREAS, Grantee intends to enter into a use and maintenance agreement ("Use Agreement") with Portland Trails, a nonprofit corporation organized and existing under the laws of the State of Maine, with a principal office at 305 Commercial Street, Portland, Maine 04101, the form of which Use Agreement shall be reviewed and approved by Grantor in its reasonable discretion;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

1. Grant of Trail Easement. Grantor hereby grants to Grantee a non-exclusive easement for the purpose of constructing, maintaining, repairing, using and replacing an unpaved foot path or walking trail within that portion of the Premises described below in Section 2 hereof (the "Trail Easement"), together with improvements delineating such foot path or walking trail, footbridges and directional signs, for use by the general public, subject to the conditions and limitations set forth herein. The Use Agreement shall provide for the designation of responsibility for maintenance and repair to Trail Easement. Grantor or Grantor's agents and designees shall have

the right to enter upon the Trail Easement at all times.

2. Location. The Trail Easement shall be a strip of land approximately ten (10') feet wide, located along the boundary of a portion of the Premises extending from the existing trail connection on the property of the abutting property to the northwest which is owned by Waynflete School, along the northwestern edge of the Premises to the edge of the property owned by Portland Water District, and thence along the westerly edge of the Premises to the southerly point, which shall be the terminus of the Trail Easement area, all as generally depicted in Exhibit A attached hereto and incorporated by reference. The traveled way of the trail within the Trail Easement area shall be no more than ten (10) feet in width and the improvements associated therewith may reasonably extend beyond the traveled way for purposes of drainage, construction and maintenance. The design of the trail and all improvements associated therewith shall be subject to the prior review and approval of Grantor for compliance with this Trail Easement, which approval shall not be unreasonably withheld. Provided, however, and notwithstanding anything to the contrary contained herein, Grantor reserves the right to relocate all or any portions of the trail and associated improvements provided that all costs and expenses associated with such relocation shall be borne by Grantor so long as such new location reasonably provides connections with the trail destinations. Notwithstanding the foregoing, it is understood and agreed by and between the parties that Grantor shall permit the State of Maine, by and through its Department of Transportation and/or its contractor, to enter the Trail Easement area for the purpose of constructing the recreational trail contemplated by this Trail Easement.
3. Approvals. Subject to Section 2 above, Grantor and Grantee shall work together to obtain any necessary federal, State or local permits and approvals required in connection with the construction of the trail, the cost an expense of which is included in the "Municipal/Developer/State Agreement: Proposed Public Infrastructure Improvements to Thompson's Point."
4. Use; Maintenance. The Trail Easement area shall be used solely for passive recreational uses during daylight hours limited to pedestrian and non-motorized bicycle traffic and shall exclude any and all motorized/mechanized wheeled/track recreational vehicles of any kind. Wheelchairs or other similar non-recreational vehicles shall be permitted. Grantee shall endeavor, by means of the Use Agreement, to designate Portland Trails to keep and maintain the Premises neat, clean, orderly and safe.
5. Signs. Grantee hereby agrees to cause, by means of the Use Agreement, Portland Trails to install and maintain at its sole cost and expense signs for the Trail. The

signs will indicate that public access is limited to the trail. The signs will request that users of the trail respect abutters' privacy by staying within the Trail. The signs will be subject to the review and approval of Grantee and Grantor.

6. Duration. This Trail Easement shall terminate and be of no further force and effect in the event that it shall pass from Grantee to any third party by grant, operation of law or otherwise without the prior written consent of Grantor, its successors or assigns except to a successor non-profit entity with a similar mission to that of Portland Trails. Further, the initial term of this Trail Easement shall be for a period of twenty (20) years commencing on the effective date and ending on the twentieth (20th) anniversary of the effective date (hereinafter referred to as "Initial Term"). On the fifth (5th) year of the Initial Term, and every five (5) years thereafter of the Initial Term and any subsequent extension thereof, Grantor and Grantee will negotiate to extend for a period of twenty (20) years ("Subsequent Term"). The Subsequent Term will begin in the year in which the Subsequent Term is agreed to by the parties hereto (e.g., the fifth, tenth, fifteenth year, etc.) and end on the anniversary date of the effective date, twenty years thereafter. Grantee shall surrender the Premises to Grantor on the expiration of this Trail Easement or any extensions thereto in as good condition as when received, ordinary wear and tear and damage by the elements excepted. Within thirty (30) days of the expiration of this Trail Easement, Grantor, in its sole discretion, may remove, or permit the use by means of a Use Agreement any of the improvements it has made to the Trail Easement area.
7. Indemnification. Grantee agrees when entering into the Use Agreement with Portland Trails to endeavor to cause Portland Trails to indemnify and hold harmless Grantor and Grantee, and their respective successors and assigns, from and against any loss, claim, damage, liability, expense or damage (including reasonable attorney fees) resulting from the exercise of rights granted under the Use Agreement. Grantee agrees to provide by means of the Use Agreement to cause the provision of, insurance coverage for construction, maintenance, repair, use and replacement of the trail and associated improvements, which insurance shall name Grantor and Grantee as an additional insured. This indemnification and hold harmless agreement shall survive any termination of this Trail Easement but shall apply solely to loss, claim, damage, liability, expense or damage arising out of acts or omissions occurring prior to the termination of this Trail Easement.
8. Governing Law. This Trail Easement shall be governed by the laws of the State of Maine. This Trail Easement is intended to be a trail easement as defined under 33 M.R.S.A. § 1581, et seq., Grantor, by its delivery of this Trail Easement, and Grantee, by its acceptance hereof, acknowledge and agree that this Trail Easement is being granted to Grantee without charge for the purpose of recreational activities by

the general public pursuant to and in accordance with 14 M.R.S.A. § 159-A and that Grantor shall have the benefit of the terms and provisions hereof.

- 9. Amendment. No amendment to this Trail Easement shall be effective unless it is in writing and signed by both parties and duly recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their officers, thereunto duly authorized, as of the date first set forth above.

FOREFRONT PARTNERS I, LP
By: Forefront GP LLC, its General Partner

Margaret Gilbert
Witness

By: Christopher M. Thompson
Christopher M. Thompson
Its President

CITY OF PORTLAND

Judith H. Rosen
Witness

By: Mark Rees
Mark Rees
Its City Manager

APPROVED AS TO FORM:

[Signature]
CORPORATION COUNSEL'S OFFICE

STATE OF MAINE
County of Cumberland, ss.

October 11, 2013

Then personally appeared the above-named Christopher M. Thompson, President of Forefront GP LLC, the General Partner of Forefront Partners I, LP, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity and the free act and deed of Forefront Partners I, LP.

Before me,

Jude A. Cluff-Graham
Attorney at Law/Notary Public
Printed Name of Attorney/Notary

STATE OF MAINE

County of Cumberland, ss.

October 21, 2013

Then personally appeared the above-named Mark Rees, City Manager of the City of Portland, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Portland Trails.

Before me,

JUDITH H. ROSEN
Notary Public, Maine
My Commission Expires June 17, 2018

Judith H. Rosen
Attorney at Law/Notary Public

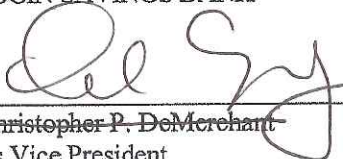
Judith H. Rosen
Printed Name of Attorney/Notary

CONSENT OF MORTGAGEE

ANDROSCOGGIN SAVINGS BANK, a Maine banking corporation ("Lender"), holder of a certain Mortgage Deed, Security Agreement and Financing Statement from FOREFRONT PARTNERS I, LP, a Maine limited partnership (the "Borrower"), dated as of June 27, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30781, Page 292; a Collateral Assignment of Leases and Rentals dated as of June 27, 2013 and recorded in said Registry of Deeds in Book 30781, Page 312; a Mortgage Deed, Security Agreement and Financing Statement dated as of August 30, 2013 and recorded in said Registry of Deeds in Book 31014, Page 166; a Collateral Assignment of Leases and Rentals dated as of August 30, 2013 and recorded in said Registry of Deeds in Book 31014, Page 185; and an Equal Priority Agreement dated as of August 30, 2013 and recorded in said Registry of Deeds in Book 31014, Page 194 (collectively the "Loan Documents"), each with respect to certain property located at or near Thompson's Point in Portland, Cumberland County, Maine, as more particularly described therein (the "Mortgaged Property"), hereby consents to, and subordinates the liens of the Loan Documents to the interests of the Grantee in the foregoing Trail Easement, dated of near or even date, by and between the City of Portland and the Borrower. The Lender hereby agreeing that its lien under the Loan Documents shall be subject to the provisions of the said Trail Easement, and agreeing that in the event of the foreclosure of the Loan Documents, or other sale of the Mortgaged Property under judicial or non-judicial proceedings, the same shall be sold subject to the the terms of said Trail Easement, PROVIDED, HOWEVER, that this consent shall not be construed to to impose on the Lender, its successors and assigns, any of the obligations or liabilities of the Grantor under the Trail Easement.

Dated as of October 12, 2013

ANDROSCOGGIN SAVINGS BANK

By: 
Christopher P. DeMerchant
Its Vice President
David M. Eldridge

STATE OF MAINE
County of Cumberland

DAVID M. ELDRIDGE

Personally appeared the above-named ~~Christopher P. DeMerchant~~ in his capacity as Vice President of Androscoggin Savings Bank and acknowledged the foregoing to be his free act and deed and the free act and deed of Androscoggin Savings Bank.

Before me,

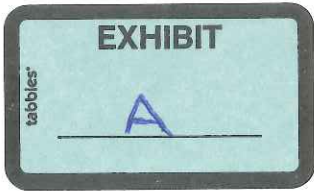


Notary Public / Attorney at Law

Print Name: _____

My Commission Expires: _____

CHARLES A. SCHWAB
Notary Public, Maine
My Commission Expires September 28, 2017



FST <small>FORNEY</small> FAY, SPOFFORD & THORNDIKE, INC. <small>ARCHITECTS</small> 770 MAIN ST., 5TH FL. • SUITE 500 • FORT WORTH, TEXAS 76102 TEL: 817.335.1111 • FAX: 817.335.1112	
DESIGNER	DATE: 08/12/2011
CHECKED BY	SCALE: 1" = 50'
PROJECT NO.	11-00000000
SHEET NO.	1 OF 1

PROJECT	THE FOREFRONT AT THOMPSON'S POINT
CLIENT	FOREFRONT PARTNERS, L.P.



ZONE TEXT AMENDMENT MASTER PLAN

REV.	DATE	DESCRIPTION	BY	APP'D.	REVISIONS



FORE RIVER

SEWELL ST

WATERFRONT ACCESS

FUTURE SUNLAMP AREA

OUTDOOR PIZZA

PLAZA

SERVICE AREA

PARKING GARAGE FOR 500 VEHICLES

SEASONAL ICE RINK

OPEN SPACE / OUTDOOR CONCERT VENUE

SERVICE AREA

SERVICE AREA

OPEN SPACE / PERFORMANCE SPACE

SERVICE AREA

FUTURE BUILDING AREA (100,000 SF)

OFFICE BUILDING (100,000 SF)

RESTAURANT (5,000 SF)

EDUCATIONAL (250,000 SF)

CHALLENGER CENTER (100,000 SF)

EVENT CENTER

CULTURE CENTER (200,000 SF)

QUITCLAIM DEED
With Covenant

THOMPSON'S POINT INCORPORATED (a/k/a Thompson's Point Inc.), a Maine corporation, for consideration paid, the receipt whereof is hereby acknowledged, does hereby **GRANT** to FOREFRONT PARTNERS I, LP, a Maine limited partnership, of Lewiston, State of Maine, and having a mailing address of: P.O. Box 660, Lewiston, Maine 04243-0660, **WITH QUITCLAIM COVENANT**, the following described real estate located in Portland, Maine:

PARCEL ONE:

A. Lot One

A certain tract or parcel of uplands and flats, with the buildings thereon, known as Thompson's Point and situated in the City of Portland, in the County of Cumberland and State of Maine, and more particularly bounded and described as follows:

Beginning at a stake in the division line between land now or formerly owned by P.H. and J.M. Brown Company and land formerly owned by the Portland and Ogdensburg Railway (now owned by Maine Central Railroad), which said division line extends in a direct course from Congress Street to the location of said Railway (hereinafter called "said location"), and crosses said location to and into the flats adjoining the above described land and which above described point of beginning is in the southwesterly side line of said location and is twenty-eight (28) feet southwesterly from and measured at right angles to the center line of the east bound main track of said Railway; thence South fifteen degrees twenty-four minutes (15 deg. 24') West on said division line four hundred ninety-eight (498) feet to a stake in the flats; thence South fifty-eight degrees forty-six minutes (58 deg. 46') East three hundred eighty-three and four tenths (383.4) feet to a stake in the flats; thence South six degrees thirty-six minutes (6 deg. 36') East five hundred and seventy-eight (578) feet to a stake in the flats; thence South thirteen degrees thirty-three minutes (13 deg. 33') West four hundred (400) feet, more or less, to the channel of a creek running into Fore River, so-called; thence in a general southeasterly direction by said channel of said creek five hundred (500) feet, more or less, to the point of intersection of said channel of said creek with a line drawn parallel to and one hundred (100) feet northwesterly from and measured at right angles to the prolongation southwesterly of the northwesterly side line of Frederick Street; thence northeasterly on said line drawn parallel to and one hundred (100) feet northwesterly from and measured at right angles to said prolongation southwesterly of said northwesterly side line of Frederick Street fifteen hundred (1,500) feet, more or less, to a point in the southwesterly side line of said location distant forty-nine and five tenths (49.5) feet, more or less, southwesterly from and measured at right angles to the center line of said east bound main track of said Railway; thence northwesterly by the southwesterly side line of said location eighty-five (85) feet, more or less, to a point; thence northeasterly at right angles by said location twenty-one and five tenths (21.5) feet to the southwesterly sideline of

MAINE REAL ESTATE TAX PAID

said location and a point twenty-eight (28) feet southwesterly from and measured at right angles to the center line of said east bound main track of said Railway; thence North fifty-four degrees thirty-six minutes (54 deg. 36') West by the southwesterly side line of said location and on a line parallel to and twenty-eight (28) feet southwesterly from and measured at right angles to the center line of said east bound main track of said Railway seventeen hundred seventy-five (1,775) feet, more or less, to the point of beginning.

Together with a right of way in common with others over the way as now traveled from the intersection of Sewall and Hooper Streets southerly to the above described premises.

Together with a right of way 15 feet in width over land reserved by Suburban U.D.I. Co. of Maine as described below adjacent to and northerly of the southerly bounds of the reserved parcel described below. The southerly bounds are described as N 54° 1-1/2' W, 222.55 feet; N 60° 57-1/2' W, 60.12 feet; and N 53° 54-1/2' W, 175.19 feet.

Together with a right to use as presently located over the land reserved by Suburban U.D.I. Co. of Maine all sewers, water mains, and utility lines useful for the conduct of business, including the right to enter the land reserved by Suburban U.D.I. Co. of Maine when necessary for the maintenance and repair of said sewers, water mains, and utility lines.

B. Lot Two

A certain lot or parcel of land situated in the City of Portland, County of Cumberland State of Maine being that certain parcel of land conveyed by Suburban Propane Gas Corporation to Mecaw Industries by deed dated October 22, 1965 and recorded in the Cumberland County Registry of Deeds in Book 2935, Page 239, more particularly bounded and described as follows:

Beginning at an iron pipe that is distant S 35° 31' W forty one and eighty-two hundredths (41.82) feet from the point of beginning of a parcel of land that is excepted and reserved from the conveyance in a quit claim deed from Suburban U.D.I. Co. of Maine to Peter A. Anderson and E. Martin Anderson dated August 18, 1953 and recorded in Cumberland County Registry of Deeds in Book 2146, Page 304. Thence, from said point of beginning and by a private road leading from Sewall Street, on the same course of S 35° 31' W thirty six and fifty-nine hundredths (36.59) feet to a spike at land now or formerly of Mecaw Industries; Thence by said land now or formerly of Mecaw Industries S 37° 32' E two hundred twenty five and eighteen (225.18) feet to an iron; Thence through said excepted parcel N 7° 58' W seventy and ninety-four (70.94) feet to an iron; Thence continuing through said excepted parcel N 37° 32' W one hundred seventy four and fourteen hundredths (174.14) feet to the point of beginning. Said above described courses are magnetic and of the date of 1953.

EXCEPTING from Parcel One above a certain lot or parcel of land and any buildings thereon as reserved in a deed from Suburban U.D.I. Co. of Maine to Peter A. Anderson

and E. Martin Anderson dated August 18, 1953 and recorded in the Cumberland County Registry of Deeds in Book 2146, Page 304, and further bounded and described as follows:

Beginning at a stake on the southerly side line of the right of way of the Mountain Division of the Maine Central Railroad (formerly the Portland and Ogdensburg Railway), said stake being 15 feet easterly from the center line of a private road leading from Sewall Street to and over land conveyed by Suburban U.D.I. Co. of Maine to said Andersons, said stake being approximately opposite Station 42+96.45, of said railroad; thence by said railroad right of way S 37° 32' E, 206.10 feet to a stake in the line of a fence; thence by said fence and on a course of S 32° 21' E, 282.06 feet to the end post of said fence; thence S 32° 50' E, 18.69 feet to a stake; thence S 22° 35' E, 50.00 feet to a stake; thence S 20° 06' E, 50.00 feet to a stake; thence S 13° 06' E, 50.00 feet to a stake; thence S 02° 18' E, 50.00 feet to a stake; thence S 07° 40' W, 50.00 feet to a stake; thence S 17° 43-1/2' W, 50.00 feet to a stake; thence S 27° 11-1/2' W, 50.00 feet to a spike in the center line of a 30 foot right of way hereinafter described, said spike being distant N 54° 01-1/2' W, 3.92 feet from the westerly gauge of a railway spur line; thence by the center line of said aforementioned 30 foot right of way, N 54° 01-1/2' W, 227.55 feet to a spike marking an angle in said right of way, said last mentioned course passing 15 feet northerly of and parallel to the northerly side line of a projection of a building on land conveyed by Suburban U.D.I. Co. of Maine to said Andersons; thence by the center line of said aforementioned 30 foot right of way, N 60° 57-1/2' W, 60.12 feet to a spike marking an angle therein; thence by the center line of said aforementioned 30 foot right of way, N 53° 54-1/2' W, 175.19 feet to a spike, said last mentioned course passing 22 feet southerly of and parallel to the brick line of a three story office building known as Building 7-G on land reserved to Suburban U.D.I. Co. of Maine; thence parallel to and 5 feet from a building on land reserved to Suburban U.D.I. Co. of Maine, N 36° 16-1/2' E, 300.52 feet to a stake; thence N 37° 32' W, 225.18 feet to a stake distant 15 feet from the center line of said private road leading from Sewall Street to and over land conveyed by Suburban U.D.I. Co. of Maine to said Andersons, said last mentioned course being parallel to and 75 feet from the first described course; thence by said private road leading from Sewall Street, N 35° 31' E, 78.41 feet to the point of beginning. Said above described courses are magnetic and of the year 1953.

ALSO EXCEPTING from Parcel One above a small parcel of land conveyed by Mecaw Industries to Suburban Propane Gas Corporation by deed dated November 24, 1965 and recorded in the Cumberland County Registry of Deeds in Book 2935, Page 236.

ALSO EXCEPTING from Parcel One a small parcel of land conveyed by Mecaw Industries to Portland Water District by deed dated March 19, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3821, Page 2.

ALSO EXCEPTING from Parcel One above that portion of the premises taken by the State of Maine for highway purposes and described in a Notice of Taking dated July 26, 1967 and recorded in the Cumberland County Registry of Deeds in Book 3005, Page 432.

ALSO EXCEPTING from Parcel One above that portion of the premises and rights and easements taken by the Northern New England Passenger Rail Authority by Notice of Condemnation dated August 20, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16667, Page 204.

ALSO EXCEPTING from Parcel One above that portion of the premises taken by Langdon Street Real Estate by its Notice dated November 10, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13459, Page 202.

ALSO EXCEPTING from Parcel One above that portion of the premises and rights and easements taken by the Northern New England Passenger Rail Authority by Notice of Condemnation dated February 2, 2010, and recorded in the Cumberland County Registry of Deeds in Book 27577, Page 53.

PARCEL TWO:

A certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine and conveyed by The Dartmouth Company to Thompson's Point, Inc. by deed dated January 31, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6676, Page 287, further bounded and described as follows:

Commencing at a point on a line of land being the southeasterly sideline of land now or formerly of The Dartmouth Company and further being the last described course (i.e., the 2,066-foot course) in the fourth described parcel in a deed from John Marshall Brown to P.H. and J.M. Brown Company, dated January 3, 1894, and recorded in the Cumberland County Registry of Deeds in Book 609, Page 364, said point being at the intersection of the aforesaid line with the line of land formerly of the Portland and Ogdensburg Railway, now of the Portland Terminal Company; thence northwesterly along the line of land of said Portland Terminal Company approximately three hundred (300) feet to a northerly corner of the land now or formerly of the Dartmouth Company; thence South 70° West by said The Dartmouth Company sideline approximately fifty (50) feet to the high water mark of an inlet on the Fore River; thence in a generally southerly direction along the high water mark and westerly, southerly and easterly around a finger of land extending into said inlet, in all cases along the high water mark, to the northwesterly sideline of the land of Thompson's Point Inc.; thence northeasterly along the northwesterly sideline of the land of the said Thompson's Point Inc. approximately four hundred fifteen (415) feet to the point of beginning.

The above-described premises are conveyed subject to and together with the benefit of all easements, restrictions, covenants, liens and other matters of record, to the extent the same are now in force and applicable, including, but not limited to: (1) Affidavit of E. Martin Anderson, Chairman and President of Mecaw Industries, dated October 1, 1984 and recorded in the Cumberland County Registry of Deeds in Book 6579, Page 24, (2) Easement Deed from Thompson's Point Inc. to Central Maine Power Company and New England Telephone and Telegraph dated April 5, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9153, Page 246, (3) Notice regarding Bath, Jose and

Sewall Streets dated November 25, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13459, Page 202 as it affects the private rights of the named lot owners in and to the indicated streets, (4) terms and conditions of a State of Maine Department of Environmental Protection "No Further Action Assurance Letter" dated February 26, 1999 and recorded in the Cumberland County Registry of Deeds in Book 14640, Page 294, (5) such state of facts as set forth on plan entitled "State of Maine Department of Transportation Right of Way Map, Portland Intermodal Transportation Center", dated March 2001 and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 303, (6) such state of facts as set forth on plan entitled "Northern New England Passenger Rail Authority Proposed Land Taking Thompsons Point Associates" dated May 22, 2001, revised through August 13, 2001 and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 330, (7) terms and conditions of a State of Maine Department of Environmental Protection Order dated February 9, 2004 and recorded in the Cumberland County Registry of Deeds in Book 20909, Page 4, (8) Trail Easement from Thompson's Point Inc. to Portland Trails, dated October 6, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23265, Page 216, and (9) such state of facts as set forth on plan entitled "Project: Land Acquisition - Northern New England Passenger Rail Authority - Thompson's Point, ME", dated February 13, 2009, revised to December 29, 2009 by OEST Associates, Inc., Drawing No. C-101, Sheet 1 of 3.

For Thompson's Point Incorporated's title see deed dated October 1, 1984 from Mecaw Industries and recorded in the Cumberland County Registry of Deeds in Book 6579, Page 30, and deed dated January 31, 1985 from The Dartmouth Company and recorded in the Cumberland County Registry of Deeds in Book 6676, Page 287.

[Signature Page Follows]

IN WITNESS WHEREOF, the said THOMPSON'S POINT INCORPORATED has set its hand and seal on June 19, 2013.

WITNESS:

[Signature]

THOMPSON'S POINT INCORPORATED

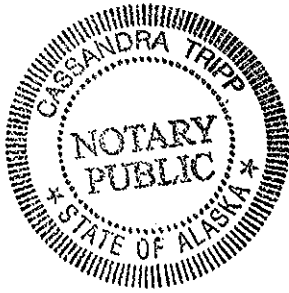
By: [Signature]

Name: Nicholas Van Wyck
Title: President

STATE OF Alaska
COUNTY OF 3rd Judicial District

June 19, 2013

Then personally appeared the above-named Nicholas Van Wyck, the President of Thompson's Point Incorporated, and acknowledged the foregoing instrument to be his free act and deed.



Before me,

[Signature]
Notary Public/Attorney-at-Law

Print name: Cassandra Tripp

my commission Expires 7-26-2016

Received
Recorded Register of Deeds
Jun 27, 2013 03:19:00P
Cumberland County
Pamela E. Lovley


September 16, 2013

Jeff Levine, AICP
Director
Planning & Urban Development Department
City of Portland
389 Congress Street, 4th Floor
Portland, Maine 04101

Dear Mr. Levine,

The purpose of this letter is to confirm that Suburban Propane has executed a Purchase and Sale Agreement with Thompson's Point Development Company, Inc. and its assigns, for our parcel located at Thompson's Point, Portland, Maine; and to confirm that Thompson's Point Development Company, Inc. is authorized to seek entitlements for the redevelopment of this parcel.

Thank you and best regards,



Susan G. Delia
Senior Real Estate Manager

75 West Commercial Street, Suite 104
Portland, Maine 04101-4631
207-780-1000 Tel
207-780-1001 Fax
www.AmtrakDowneaster.com

Martin I. Eisenstein
Chairman



**NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY**

September 16, 2013

Jeff Levine, AICP
Director
Planning & Urban Development Department
City of Portland
389 Congress Street, 4th Floor
Portland, Maine 04101

Dear Mr. Levine,

The purpose of this letter is to confirm that Northern New England Passenger Rail Authority has agreed in principle with Thompson's Point Development Company, Inc., and its assigns, to engage in a transaction in which Thompson's Point Development Company, Inc. would acquire the parcel at Thompson's Point, Portland, Maine, described as "Parcel B" in NNEPRA's notice of condemnation dated February 2, 2010, and recorded in the Cumberland County Registry of Deeds in Book 27577, Page 53, excepting and reserving to NNEPRA a strip 50 feet (+/-) in width along the length of the northerly boundary of that parcel.

As far as NNEPRA is concerned, Thompson's Point Development Company, Inc. is authorized to seek entitlements for the redevelopment of the parcel it would acquire in the anticipated transaction.

Thank you.

A handwritten signature in black ink, appearing to read "Patricia Quinn", written over a light blue circular stamp.

Patricia Quinn
Executive Director