

**TRANSIT SHELTER EASEMENT**

THIS TRANSIT SHELTER EASEMENT (this "Agreement") is made this 8<sup>th</sup> day of 2017, by and between Portland Hotels, Inc. (the "Grantor") and the City of Portland, a Maine municipal corporation with a place of business in Portland, Maine and a mailing address of 389 Congress Street, Portland, Maine 04101 (the "City").

**WITNESSETH:**

WHEREAS, pursuant to that Trustee's Deed dated January 29, 2004 and recorded in the Cumberland County Registry of Deeds in Book 20821, Page 316, Grantor is the owner of that certain real property situated in Portland, Cumberland County, Maine, and located at or near 1210 Brighton Avenue; and

WHEREAS, the City's site plan ordinance requires a Greater Portland Transit District METRO Bus shelter to be constructed on a portion of the Property for the benefit of the public; and

WHEREAS, the City of Portland intends to construct said METRO bus shelter on a certain lot or parcel of land more particularly described below;

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and terms, conditions and restrictions hereinafter set forth, the Grantor hereby gives, grants, bargains and conveys unto the City, its successors and assigns, in perpetuity, an easement for purposes of maintaining a Transit District METRO Bus Shelter, including related facilities as hereinafter described, and an easement for members of the public to wait, board and disembark METRO buses at the Transit District shelter in and over that portion of the Property depicted in Exhibit A and described as follows (the "Transit Shelter Area"):

Transit Shelter Area Description

A certain lot or parcel of land situated on the southerly side of Brighton Avenue in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the southerly sideline of Brighton Avenue, said point being a chord distance of 23.35 feet on a bearing of S 76°10'20" E from the Town Line between The City of Portland and the City of Westbrook;

Thence, southeasterly along the southerly sideline of Brighton Avenue along a curve to the right having a radius of 1382.07 feet an arc length of 18.00 feet, chord bearing of S 75°18'55" E and chord length of 18.00 feet;

Thence, S 14°47'03" W across land of the grantor 9.00 feet;

Thence, N 75°18'55" W across land of the grantor 18.00 feet;

Thence, N 14°47'03" E across land of the grantor 9.00 feet to the southerly sideline of said Brighton Avenue and the point of beginning containing 162 square feet more or less.

Basis of bearings: Maine State Plane Coordinate System per "Standard Boundary Survey for Exxon Corporation, Project number 612B" dated October 1986 by Wright and Pierce.

The terms, conditions, and restrictions of this Agreement are as follows:

1. That the City or its designee shall have the right but not the obligation to erect and maintain a Transit District METRO Bus Shelter and related facilities within the Transit Shelter Area. Members of the public may wait, board and disembark buses at the said transit shelter.
2. In the event that the City or its designee constructs a METRO Bus Shelter in the Easement Area, the City or its designee shall have the right to maintain, operate, alter, repair, rebuild, inspect, patrol, replaces and remove said bus shelter and other associated fixtures, equipment and appurtenances thereto over, under and within the Easement Area and to use adjacent land at times of and for the purposes appurtenant to said repair or maintenance, together with the right to cut and remove trees, obstructions, bushes, shrubs, roots, and earth, and to do any other work necessary for the purposes of installing, maintaining, operation, repairing and replacing said Bus Shelter and for the purposes of maintaining, as the Licensee deems necessary, visibility, and safety along existing sidewalk that abuts the Easement Area contrary to any statute, law, ordinance or safety regulation or policy or inconsistent with the City's rights granted herein. Rights reserved to the Licensor shall not be used or exercised in any manner that will interfere with the rights, privileges and authority herein granted to the City.
3. That the City or its designee shall be and remain responsible for any and all expenditures of labor and materials or other costs or expense in the repair and maintenance of said Transit District METRO Bus Shelter within the Transit Shelter Area and related facilities.
4. That the City or its designee shall be responsible for any and all labor or other costs or expense which results from any and all future repair, relocation, or dismantling of the Transit District METRO Bus Shelter within the Transit Shelter Area and related facilities;
5. That the City agrees, to the extent allowed by Maine law, to hold Grantor harmless from any and all liability arising out of the installation and maintenance of said Transit Shelter Area to the extent such liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and is caused by the negligent act or omission of Grantee and not caused by the negligence of Grantor; provided, however, that nothing herein is intended to, nor shall it be deemed to waive, amend or otherwise modify any claim or immunity, any defense or any limitation of

liability available to the City under the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq. or other applicable law.

- 6. The Grantor shall not be responsible for the cutting or trimming of any vegetation and cleanliness of the grounds at or around the Transit Shelter Area and the removal of trash from trash receptacles and litter from the Transit Shelter Area;
- 7. This Agreement shall not divest the Grantor of any rights or interests in its Property not herein mentioned;
- 8. All notices given under this Agreement must be in writing and must be given by U.S. certified mail (written receipt) addressed as follows:

To Grantor: Portland Hotels, Inc.  
 Kamlesh Patel  
 1200 Brighton Avenue  
 Portland, ME 04102

To City: City of Portland  
 c/o Jon Jennings, City Manager  
 389 Congress Street, Room 208  
 Portland, Maine 04101

Notices shall be deemed delivered three (3) days from the date sent if addressed as set forth herein. Either party may notify the other of a change of address, which will only be effective by written notice. As necessary, day to day communication may occur between the Grantor's management company (Bibeau & Company, Inc.) for the Grantor and Transit District METRO Bus for the City, concerning the administration of this Agreement. All issues of concern discussed by either party must be resolved within ten (10) business days or in a mutually agreed timeframe in writing;

- 9. Within forty-five (45) days following termination of this Agreement, the City agrees to remove the said Transit District Bus shelter and related facilities from the Transit Shelter Area and to return the said Transit Shelter Area to the same condition it was in on the date hereof;
- 10. This Agreement shall be binding upon Grantor and City and their respective successors, tenants and assigns.

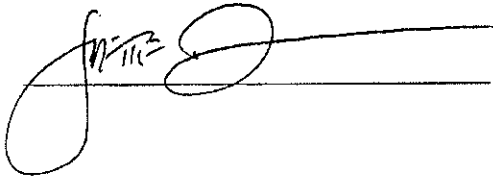
TO HAVE AND HOLD the rights, privileges and easement herein granted to the City of Portland, its successors and assigns forever. The covenants agreed to and the terms, conditions, and restrictions imposed herein shall be binding upon the Grantor, its agents, tenants, successors and assigns and shall continue as a servitude running with the land.

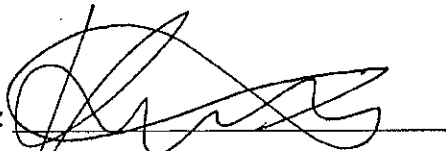
AND the Grantor covenants that it is vested of the premises in fee, has the right to convey the same in fee simple, and that the same are free from encumbrances except as hereinafter stated.

IN WITNESS WHEREOF, the Portland Hotels, Inc., by Kamlesh Patel, its President, being authorized to complete the day and year first written above, and which day and year shall be the effective date of this Agreement.

GRANTOR: PORTLAND HOTELS INN. INC.

WITNESS:

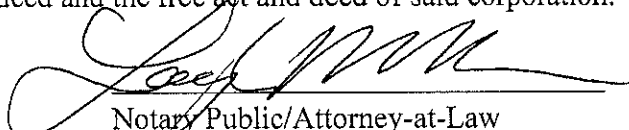


By:   
KAMLESH PATEL

STATE OF MAINE  
COUNTY OF CUMBERLAND

SEP 8, 2017

Then personally appeared the above-named Kamlesh Patel and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

  
Notary Public/Attorney-at-Law  
Print Name: Taylor Bellavance  
My Commission Expires: 11/10/2023

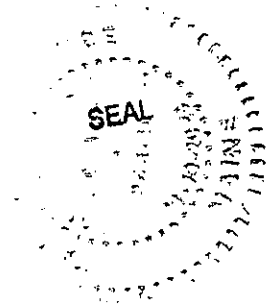
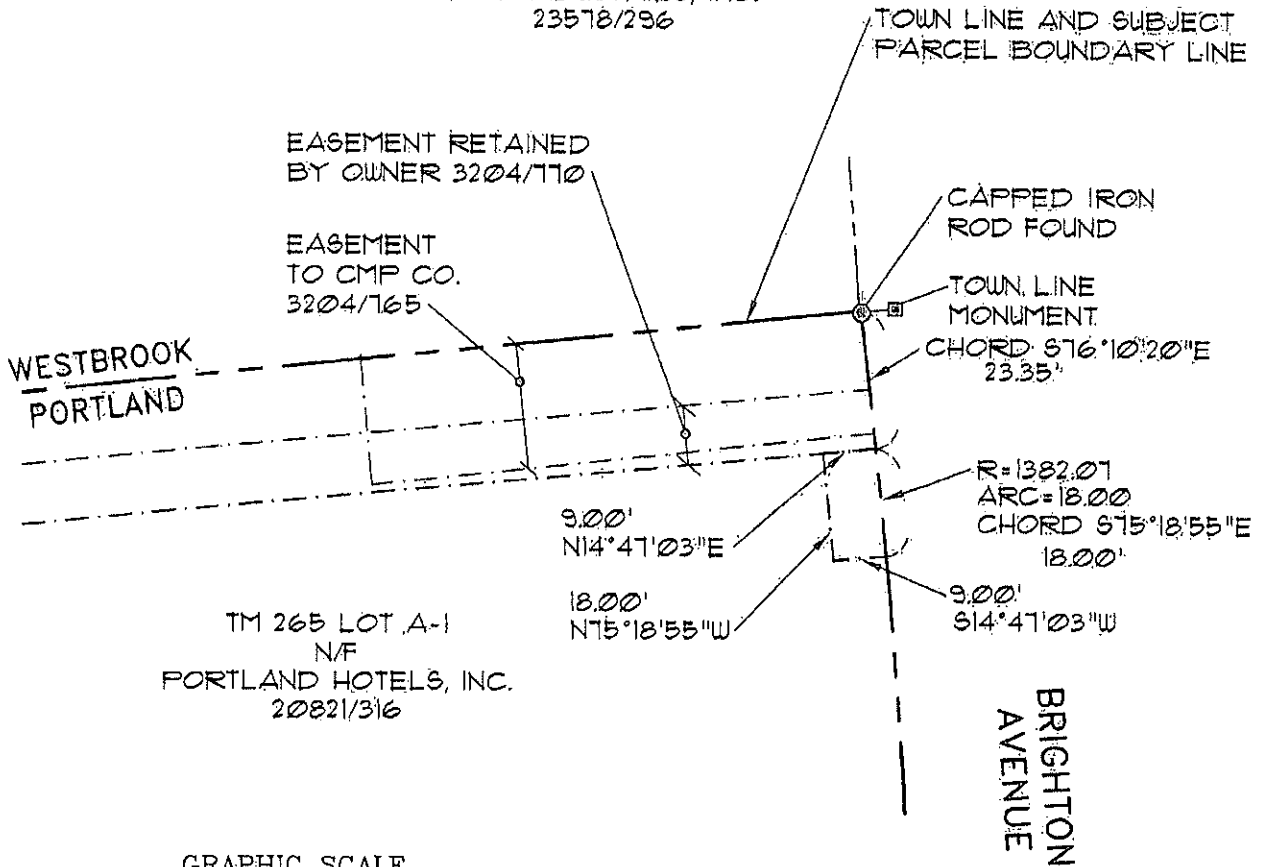


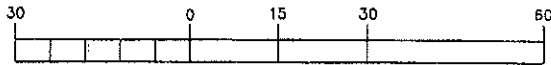
EXHIBIT A  
TRANSIT SHELTER EASEMENT

MAINE STATE PLANE COORDINATE  
SYSTEM, MAINE WEST NAD83

TM 42B LOT II  
N/F  
PIKE INDUSTRIES, INC.  
23578/296



GRAPHIC SCALE



1 inch = 30 ft.

Received  
Recorded Register of Deeds  
Sep 11, 2017 10:31:31A  
Cumberland County  
Nancy A. Lane

State of Maine  
Cumberland County

Portland, Maine

I hereby certify that the foregoing is a true copy of  
the record as found in Book 34301 Page 38

Cumberland County Registry of Deeds

Attest *[Signature]* Register