

LICENSE AGREEMENT

THIS LICENSE AGREEMENT executed on April 8, 2010 and by and between Milliken Street, LLC with the address of 65 Milliken Street, Portland, Maine (hereinafter "Grantor") and PORTLAND TRAILS, a Maine non-profit corporation with a place of business at 305 Commercial Street, Portland, ME 04102 (hereinafter "Grantee").

Grantor holds title to certain real property located at 65 Milliken Street, Portland, Maine, composed of a parcel identified in deed recorded at the Cumberland County Registry of Deeds in Book 15496, Page 94. The trail license is in the general vicinity shown in Exhibit A (hereinafter referred to as "license area.")

The Grantor grants to Grantee a non-exclusive license to enter in, over and under the license area for the purpose of a recreational trail on the terms and conditions set forth herein.

PURPOSE

1. The purpose shall be a right of access to create and maintain a path for non-motorized recreational purposes.
 - a. The Grantor reserves all other rights not inconsistent or incompatible with the rights granted herein.
 - b. Grantee acquires no other rights in and to the property, except as set forth herein. Further, Grantee has no obligations, except as set forth herein.

USE

1. Grantee' use of the License Area is strictly limited to use as a public recreational footpath. Recreational purposes shall include but not be limited to walking, hiking, bicycling, cross country skiing and snow-shoeing.
2. No structures, improvements, or utilities except those expressly permitted herein, may be erected or maintained in the License Area without prior approval of the Grantor.
3. Grantee agrees to install at its sole cost and expense accessory structures including bridges, bollards, barriers to discourage use by motorized vehicles, erosion control measures, and signage; provided, however, that such construction may not commence without the prior written consent of Grantor based on plans submitted to Grantor for approval.
4. Grantee shall perform routine maintenance on the trail. For purposes of this License, routine maintenance shall include removal of trash, pruning trees and brush, and minor improvements to the surface of the trail.

TERMS


1. This license shall commence on the above date of execution and continue until cancelled or terminated as provided herein:
 - a. If Grantee breaches any condition of this License, Grantor may terminate this License upon sixty (60) days prior written notice if Grantee fails to cure the default upon 30 days' notice.

- b. This license shall expire after one (1) year but shall be automatically renewed each year in perpetuity on the anniversary of the date of execution absent the express written notice by either party of termination of the license. The party wishing to terminate the license shall submit express written notice to the other party no later than ninety (90) days prior to the date of automatic renewal.
2. Grantee will comply with all laws, rules, orders, ordinances and regulations of the Town, County, State and Federal Government at any time issued or in force applicable to the License Area. Grantee shall provide evidence reasonably satisfactory to Grantor that all required consents or permits are in force for Trail's use of the License Area.
 3. Grantee agrees to indemnify and hold harmless the Grantor for any loss or damage caused by construction, maintenance, or use of this License by any officers, directors, trustees, employees or agents of Grantee. Liability under this paragraph shall not apply personally to any director, officer, member, or employee of Grantee or to any asset of Grantee and shall apply solely to Trail's rights to insurance proceeds for and against any of the foregoing. Grantee agrees to provide insurance coverage for use, construction, and maintenance of the footpath.
 4. This instrument is a license and no provision hereof shall be construed as conveying an easement or other estate in land.
 5. Grantee will not assign this License, nor lease or underlet it, without the written consent of the Grantor.
 6. This License constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than contained herein. No variation thereof shall be deemed valid unless signed by the parties with the same formalities as this License.

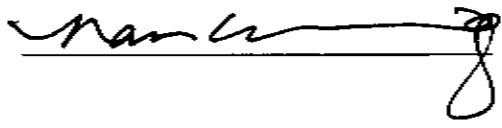
IN WITNESS WHEREOF, the parties have caused this License to be executed this 5th day of April, 2010.

WITNESS

Witness


By _____
Its: Miliken Street, LLC

WITNESS



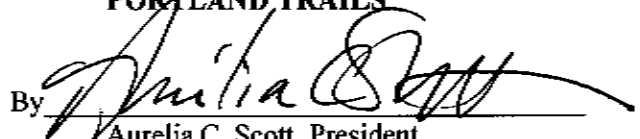
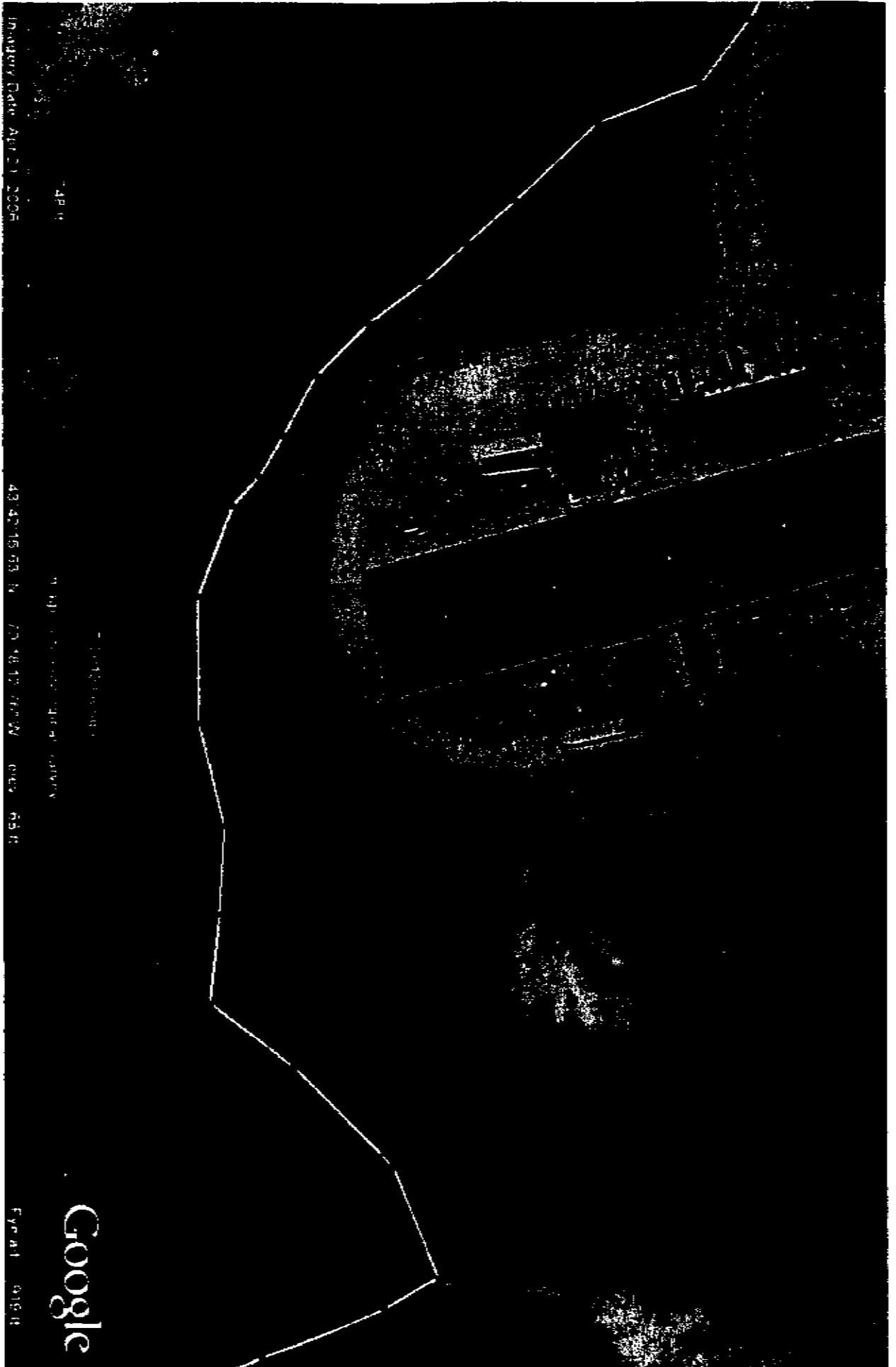
PORTLAND TRAILS

By _____
Aurelia C. Scott, President

Exhibit A - Reharvest License



1/2" = 100' 1/2

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Telephone: 207-774-6665
Fax: 207-774-1626

April 6, 2010

Portland Trails
305 Commercial Street
Portland, ME 04101

Re: Reharvest

Dear Nan:

Enclosed please find the original License Agreement executed on behalf of Milliken Street, LLC, doing business as Reharvest. Although the signature is not witnessed, the license is still effective nonetheless. The Owner's name that signed the license is Peter Bolduc. We have been dealing primarily with his Property Manager, Brian Thomas. Brian is the best contact, and his cell phone number is 317-0148 or e-mail: brian@truthnorthmanagementcompany.com.

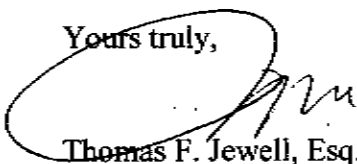
Please have Aurelia sign an original copy, include the date on the first and second pages, and send me a copy for my records and so that I may return one to Reharvest.

Please note that we have offered to provide insurance to indemnify the landowner; we had represented that we would include a sign describing their business venture and submit it to them for their approval; and we would provide details of trail improvements before those are implemented.

We should schedule a trash clean-up day on their property in the vicinity of the proposed trail with the Riverside Rail Trail Group.

Jamie or Charlie should check with Brian for final confirmation of trail improvements prior to any work on the premises.

Yours truly,



Thomas F. Jewell, Esq.

TFJ/maj
Enclosures
Cc: Steve Aylward (w/encs.)

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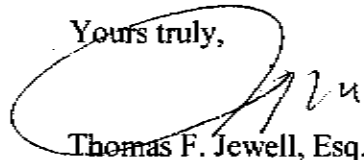
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Thomas F. Jewell, Esq.

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- 3. Grantee agrees to indemnify and hold harmless the Grantor for any loss or damage caused by construction, maintenance, or use of this License by any officers, directors, trustees, employees or agents of Grantee. Liability under this paragraph shall not apply personally to any director, officer, member, or employee of Grantee or to any asset of Grantee and shall apply solely to Trail's rights to insurance proceeds for and against any of the foregoing. Grantee agrees to provide insurance coverage for use, construction, and maintenance of the footpath.
- 4. This instrument is a license and no provision hereof shall be construed as conveying an easement or other estate in land.
- 5. Grantee will not assign this License, nor lease or underlet it, without the written consent of the Grantor.
- 6. This License constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than contained herein. No variation thereof shall be deemed valid unless signed by the parties with the same formalities as this License.

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WITNESS

Witness

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Miliken Street, LLC
Its:

WITNESS

[Signature]

PORTLAND TRAILS
[Signature]
By _____
Aurelia C. Scott, President