

**FOURTH AMENDMENT TO
RECIPROCAL EASEMENT AND RESTRICTIONS AGREEMENT**

THIS FOURTH AMENDMENT TO RECIPROCAL EASEMENT AND RESTRICTIONS AGREEMENT (this “Fourth Amendment”) is made effective as of _____, 2019 (the “Effective Date”) by and among Northport Upham LLC, a Maine limited liability company (“Northport Upham”), Banyan North, LLC, a Maine limited liability company (“Banyan”), Realty Income Corporation, a Maryland corporation (“RIC”), Lisciotti Development Corporation, a Massachusetts corporation (“Lisciotti”), and Northport Business Park Condominium Association (“Association”), a Maine nonprofit corporation formed as provided in a Declaration of Condominium dated January 1, 2007, and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29, by L. L. Bean, Inc., a Maine corporation (“L. L. Bean”), as amended to date (the “Declaration”).

WITNESSETH:

WHEREAS, L. L. Bean and Raymond A. Carye, Barbara F. Carye and Edward F. Carye as Trustees of Northport Realty Trust under Declaration of Trust dated March 3, 1971, and recorded with Cumberland County Registry of Deeds in Book 3168, Page 395, as said Declaration has been amended of record (“Northport”) entered into a certain Reciprocal Easement and Restrictions Agreement dated January 3, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23553, Page 66 (the “Agreement”) with respect to certain land and the improvements thereon situated on Washington Avenue, Allen Avenue and Gertrude Avenue in Portland, Cumberland County, Maine, as shown on a plan entitled “Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine” dated December 12, 2005 and recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page 801 (the “Plan” or the “2005 Plan”);

WHEREAS, L.L. Bean, Northport and Rite Aid of Maine, Inc., a Maine corporation, as the owner of Parcel 10, as shown on the Plan (“Rite Aid”) entered into an Amendment to Reciprocal Easement and Restrictions Agreement regarding Parcels 1, 3, 4 and 10 (as shown on the Plan) dated January 1, 2007, and recorded in the Cumberland County Registry of Deeds in Book 24781, Page 174, inter alia, to include Rite Aid, as the owner of Parcel 10, and Parcel 10 under certain terms of the Agreement, and clarify certain rights and obligations under the Agreement with respect to Parcel 10 (the “First Amendment”);

WHEREAS, by recording the Declaration, L. L. Bean created the Northport Business Park Condominium (the “Condominium”) on Parcel 4 (defined in the Agreement as the “L. L. Bean Property”) creating condominium units and common elements in Parcel 4 as Property under the Declaration and the Association obtained rights under the Maine

Condominium Act, 33 M.R.S. Section 1601-101 et seq. to convey and affect common elements in the Condominium;

WHEREAS, in connection with the sale of Parcel 2 as shown on the Plan by Northport to Parker's Realty LLC, a Maine limited liability company ("Parker"), the Association and Parker entered into a Second Amendment to Reciprocal Easement and Restrictions Agreement dated September 22, 2009, and recorded in the Cumberland County Registry of Deeds in Book 27271, Page 191, amending the Agreement further to clarify certain rights and obligations under the Agreement with respect to Parcel 2 (the "Second Amendment");

WHEREAS, in connection with (i) the withdrawal from the Condominium of Unit 15, owned by 1321 Associates, LLC, a Maine limited liability company ("1321 Associates"), and conveyance by the Association to 1321 Associates of the common elements of the Condominium (said common elements and the building, improvements and appurtenant items constituting Unit 15 together the "Unit 15 Parcel"), and (ii) the withdrawal from the Condominium of Unit 56, owned by Northport Upham and conveyance by the Association to Northport Upham of the common elements of the Condominium (said common elements and the building, improvements and appurtenant items constituting Unit 56 together the "Unit 56 Parcel"), 1321 Associates, Northport Upham, and the Association entered into a Third Amendment to Reciprocal Easement and Restrictions Agreement dated May 30, 2014, and recorded in the Cumberland County Registry of Deeds in Book 31556, Page 155, amending the Agreement further to include 1321 Associates and Northport Upham as parties to the Agreement and to further clarify certain rights and obligations under the Agreement with respect to the Unit 15 Parcel and the Unit 56 Parcel (the "Third Amendment");

WHEREAS, Rite Aid conveyed Parcel 10 to RIC by Deed dated December 10, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25785, Page 34;

WHEREAS, Banyan is owner of a certain parcel of land adjacent to Parcel 10 and more particularly described on Exhibit A attached hereto and made a part hereof ("Parcel A") and has entered into a Purchase and Sale Agreement with Lisciotti, for the purchase of Parcel A by Lisciotti or its designee;

WHEREAS, in connection with the conveyance of Parcel A from Banyan to Lisciotti by deed of even or near date herewith recorded or to be recorded with the Cumberland County Registry of Deeds, the parties wish to further amend the Agreement to (i) include Lisciotti and Parcel A under certain terms of the Agreement, and clarify certain rights and obligations under the Agreement with respect to Parcel A, and (ii) grant Lisciotti certain pedestrian and vehicular access easement rights over a portion of Parcel 10 as shown on the plan attached hereto as Exhibit B (the "Parcel 10 Access Easement Area") for the benefit of Parcel A; and

WHEREAS, the matters set forth in this Fourth Amendment do not impact or affect the rights of L. L. Bean, 1321 Associates or Parker (or their respective successors or assigns, as the case may be), and therefore L. L. Bean, 1321 Associates and Parker (or their respective successors or assigns, as the case may be) have not joined in this Fourth Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, as of the Effective Date of this Amendment, Northport Upham, Banyan, RIC, and the Association have agreed to amend the Agreement, and Lisciotti has agreed to join the Agreement, as follows:

- 1) Parcel A shall have the same rights of and for ingress, egress, utilities and storm drainage as set forth under sections I, II and IV of the Agreement.
- 2) Lisciotti, its successors, assigns, agents, employees, tenants, subtenants, licensees and invitees shall share the benefits and the obligations of the Agreement.
- 3) Lisciotti agrees to pay the Association **\$1,500** annually for the maintenance, repair and replacement, as described in Article III of the Agreement, of the property subject to ingress, egress, utility and storm drainage rights granted to Parcel A in this Amendment. This annual payment shall be increased annually by the increase in the Index, as described in Article III of the Agreement.
- 4) RIC hereby grants to Lisciotti a perpetual, non-exclusive easement and right to use that portion of Parcel 10 as shown on the plan attached hereto as Exhibit B and labelled "Parcel 10 Access Easement Area," for the benefit of Parcel A and its occupants, employees, representatives, tenants, customers, guests and invitees for pedestrian and vehicular ingress and egress to and from Parcel A to Washington Avenue via the Washington Avenue curb cut on Parcel 10 as shown on Exhibit B. The rights and easements created hereby shall run with the land.

Except as provided herein, the rights, terms and conditions of the Agreement shall be unchanged and remain in full force and effect.

[Remainder of Page Intentionally Blank. Signatures on Following Pages.]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written.

NORTHPORT UPHAM:

NORTHPORT UPHAM LLC,
a Maine limited liability company

By: _____
Name:
Title:

STATE/Commonwealth of _____
COUNTY OF _____, 2019

Then personally appeared the above-named _____, as
Manager of Northport Upham LLC and acknowledged the foregoing instrument to be his/her free
act and deed, as Manager of Northport Upham LLC.

Before me,

Notary Public:
My Commission expires:

BANYAN:

BANYAN NORTH, LLC,
a Maine limited liability company

By: _____
Name:
Title:

STATE/Commonwealth of _____
COUNTY OF _____, 2019

Then personally appeared the above-named _____, as
Manager of Banyan North, LLC and acknowledged the foregoing instrument to be his/her free act
and deed, as Manager of Banyan North, LLC.

Before me,

Notary Public:
My Commission expires:

RIC:

REALTY INCOME CORPORATION,
a Maryland corporation

By: _____
Name:
Title:

STATE/Commonwealth of _____
COUNTY OF _____, 2019

Then personally appeared the above-named _____, as
_____ of Realty Income Corporation and acknowledged the foregoing instrument to
be his/her free act and deed, as _____ of Realty Income Corporation.

Before me,

Notary Public:
My Commission expires:

LISCIOTTI:

LISCIOTTI DEVELOPMENT CORPORATION,
a Massachusetts corporation

By: _____
Name:
Title:

STATE/Commonwealth of _____
COUNTY OF _____, 2019

Then personally appeared the above-named _____, as
_____ of Lisciotti Development Corporation and acknowledged the foregoing
instrument to be his/her free act and deed, as _____ of Lisciotti Development
Corporation.

Before me,

Notary Public:
My Commission expires:

ASSOCIATION:

NORTHPORT BUSINESS PARK CONDOMINIUM
ASSOCIATION,
a Maine nonprofit corporation

By: _____

Name: Donald R. Foerster, Jr.

Title: President

STATE OF MAINE

COUNTY OF CUMBERLAND

March __, 2019

Then personally appeared the above-named Donald R. Foerster, Jr., as president of Northport Business Park Condominium Association and acknowledged the foregoing instrument to be his free act and deed, as president of Northport Business Park Condominium Association.

Before me,

Notary Public:

My Commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A

A certain parcel of land situated in the City of Portland, in the County of Cumberland and the State of Maine bounded and described as follows:

Beginning at a point on the northerly side of Washington Avenue (Route 26) at the division line between Michael S. Orr and Chau Tsan, being the southeast corner of the parcel herein; thence

N 32° 00' 51" W along Washington Avenue a distance of One Hundred Nine and Eighty Hundredths feet (109.82') to land now or formerly of Realty Income Corporation; thence

N 51° 37' 21" E along Realty Income Corporation a distance of One Hundred Seventy and Five Hundredths feet (170.05') to land now or formerly Northport Upham LLC; thence

S 36° 35' 39" E along Northport Upham LLC a distance of One Hundred and Six and Five Hundredths feet (106.05") to land now or formerly of Michael S. Orr; thence

S 50° 36' 51" W along land now or formerly Michael S. Orr a distance of One Hundred Seventy Eight and Ninety Five Hundredths feet (178.95') to the point of beginning.

Said parcel containing 18,757 square feet or 0.431 acres more or less.

Meaning and intending to describe the same premises conveyed to Banyan North, LLC, by deed of TB Portland 810, LLC, dated June 23, 2017, and recorded in the Cumberland County Registry of Deeds in Book 34113, Page 290.

