

401-A-5

#2013-118

15 Northport Drive

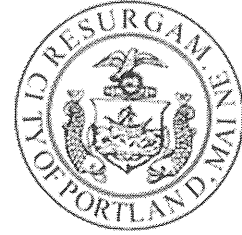
Subdivision Amendment

Northport Upham LLC.



logged on Spreadsheet

**Memo
Planning and Urban Development
Planning Division**



To: Councilor Leeman
From: Barbara Barhydt, Acting Planning Division Director
Date: May 15, 2013
Re: **Northport – Amended Subdivision Plan**

Northport Upham LLC and 1321 Associates LLC have submitted a Level III application for an amended subdivision plan for the Northport Business Park. The proposal is to create two lots around building #15 and building #56. These two lots will be removed from the condominium association; however there will be access, drainage, and utility easements between the proposed lots and the remaining condominium property. No new construction is proposed. The subdivision plan is attached.

Please let me know if you have any questions.

Thank you.

Shukria Wiar - Northport Business Park

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>
Date: 5/29/2013 2:02 PM
Subject: Northport Business Park
CC: David Margolis-Pineo <DMP@portlandmaine.gov>, Jeremiah Bartlett <JBartle...

Shukria – I have reviewed the project application and given that no changes in traffic volumes and site conditions are proposed, I do not have any comments. I have not reviewed the specifics of the legal documents, but I assume traffic access will continue to be permitted via the internal roadway system in the future. My assumption on it be acceptable is that there are no changes to existing access/egress provisions.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

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Falmouth, ME 04105

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207.347.4354 direct

207.400.0719 mobile

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thomas.errico@tylin.com

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"One Vision, One Company"

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Shukria Wiar - RE: RE: Northport Drive Subdivision Amendment

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>, Marge Schmuckal <MES@portland...>
Date: 6/3/2013 9:40 AM
Subject: RE: RE: Northport Drive Subdivision Amendment

Shukria – I have reviewed the parking analysis and I find it acceptable from a traffic analysis perspective. I also compared it to ITE Parking Generation data, and sufficient parking is expected. If you have any questions, please contact me.

Thanks

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
T.Y. Lin International
207.781.4721 main
207.347.4354 direct
207.400.0719 mobile

From: Shukria Wiar [mailto:SHUKRIAW@portlandmaine.gov]
Sent: Friday, May 31, 2013 11:54 AM
To: Marge Schmuckal
Cc: Tom Errico
Subject: Fwd: RE: Northport Drive Subdivision Amendment

Hello:

Attached is the parking analysis for subdivision amendment on Northport Drive. Please review and let me know if you are okay with it.

Thanks.

Shukria

>>> Matthew EK <mek@sebagotechnics.com> 5/31/2013 11:46 AM >>>

Shukria,

Thanks for the call this morning. As we discussed I've attached a letter containing our parking analysis.

We also discussed the easements between the Units 15 and 56 and the remaining condominium. If you review Appendix C on the application submitted earlier this month, you'll see the language granting mutual access/utility easements. We are not proposing any changes to traffic patterns or the current site conditions.

If you have any further questions please let me know.

Thanks,

Matt

Matthew Ek, PLS
Senior Survey Manager



www.sebagotechnics.com

An Employee Owned Company

75 John Roberts Road - Suite 1A, South Portland, ME 04106-6963

Email: mek@sebagotechnics.com Direct: 207.200.2058

Office: 207.200.2100 Mobile: 207.831.9470

From: Shukria Wiar [<mailto:SHUKRIAW@portlandmaine.gov>]

Sent: Thursday, May 30, 2013 10:42 AM

To: Matthew EK

Subject: Northport Drive Subdivision Amendment

Hello:

I am the planner for your above project. Barbara had requested zoning assessment and parking analysis as part of this application and I have not yet received the information. Please submit this information, as well as confirm that the traffic access will be via the internal roadway system. Below are our Traffic Engineer comments:

I have reviewed the project application and given that no changes in traffic volumes and site conditions are proposed, I do not have any comments. I have not reviewed the specifics of the legal documents, but I assume traffic access will continue to be permitted via the internal roadway system in the future. My assumption on it be acceptable is that there are no changes to existing access/egress provisions.

I will also need copies of the new easement (i.e. access and drainage).

Please do not hesitate to contact me if you have any questions.

Thank you,

Shukria

*Shukria Wiar, Planner
Planning Division, City of Portland
389 Congress Street
Portland, ME 04101
Ph: 207-756-8083
Fax: 207-756-8258*

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised

City of Portland
Development Review Application
Planning Division Transmittal Form

Application Number: 2013-118 **Application Date:** 05/08/2013
CBL: 401 A005015 **Application Type:** Level III Site Plan 50,000 - 100,000
Project Name: Subdivision Amendment
Address: 15 NORTHPORT DR
Project Description: Subdivision Fifth amended - Create parcel boundaries around units 15 & 56 which are being removed from the condominium. No construction
Zoning: B2 & R3

Other Required Reviews:		
<input type="checkbox"/> Traffic Movement	<input type="checkbox"/> 14-403 Streets	<input type="checkbox"/> Housing Replacement
<input type="checkbox"/> Storm Water	# Units _____	<input type="checkbox"/> Historic Preservation
<input checked="" type="checkbox"/> Subdivision	<input type="checkbox"/> Flood Plain	<input type="checkbox"/> Other:
# Lots <u>2</u>	<input type="checkbox"/> Shoreland	
<input type="checkbox"/> Site Location	<input type="checkbox"/> Design Review	
# Unit _____		

Distribution List:

Planner	Barbara Barhydt	Parking	John Peverada
Zoning	Marge Schmuckal	Design Review	Alex Jaegerman
Traffic Engineer	Tom Errico	Corporation Counsel	Danielle West-Chuhta
Civil Engineer	David Senus	Sanitary Sewer	John Emerson
Fire Department	Chris Pirone	Inspections	Tammy Munson
City Arborist	Jeff Tarling	Historic Preservation	Deb Andrews
Engineering	David Margolis-Pineo	DRC Coordinator	Phil DiPierro
		Outside Agency	

Comments needed by Wednesday, May 22, 2013

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
 389 Congress Street
 Portland, Maine 04101

INVOICE FOR FEES

Application No: 2013-118	Applicant: 1321 ASSOCIATES LLC
Project Name: S	Location: 15 NORTHPORT DR
CBL: 401 A005015	Development Type: Level III Site Plan 50,000 - 100,000
Invoice Date: 05/08/2013	

Previous Balance	-	Payment Received	+	Current Fees	-	Current Payment	=	Total Due	Payment Due Date
\$0.00		\$0.00		\$550.00		\$550.00		\$0.00	On Receipt

Previous Balance **\$0.00**

Fee Description	Qty	Fee/Deposit Charge
Subdivision Fee	1	\$500.00
Subdivision, # of lots	2	\$50.00
		\$550.00
	Total Current Fees:	+\$550.00
	Total Current Payments:	-\$550.00
	Amount Due Now:	\$0.00

CBL 401 A005015
Bill to: 1321 ASSOCIATES LLC
 1321 Washington Ave., Suite 102
 PORTLAND , ME 04103

Application No: 2013118
Invoice Date: 05/08/2013
Invoice No: 41029
Total Amt Due: \$0.00
Payment Amount: \$550.00

Make checks payable to the *City of Portland*, ATTN: Inspections, 3rd Floor, 389 Congress Street, Portland, ME 04101.



May 31, 2013
05258

Portland Planning Board
Department of Planning and Urban Development
Portland City Hall
389 Congress Street
Portland, Maine 04101

Northport Business Park – Parking Analysis

Dear Members of the Board:

As requested by the planning department we have analyzed the parking needs of the Northport Business Park. We reviewed Section 14-332 (j) of the Portland Land Use Ordinance requiring 1 parking space for every 400 square feet (SF) of office space. We broke out each unit floor area and associated parking counts for your review.

Unit 15 contains a 3 story office building containing a total of 20,592 SF. Utilizing the 400 S.F. per parking space standard, Unit 15 needs 52 spaces and contains 69 spaces.

Unit 56 contains a 2 story office building containing a total of 19,888 SF. Utilizing the 400 S.F. per parking space standard, Unit 56 needs 50 spaces and contains 76 spaces.

The remaining condominium project includes the following:

Unit 27 3 stories totaling:	30,249 SF
Unit 43 contains:	26,830 SF
Units 49, 75, & 81 building totals:	117,727 SF
The total floor area of the remaining condominium is:	174,806 SF

Utilizing the 400 S.F. per parking space standard, the remaining condominium needs 438 spaces and contains 865 spaces.

Based upon these calculations there is adequate parking for each individual and the overall condominium project. If you have any questions or need any further information please let me know.

SEBAGO TECHNICS, INC.

A handwritten signature in black ink that reads "Matthew W. Ek".

Matthew W. Ek, P.L.S.
Senior Survey Manager

MWE:mwe/jag
cc. Northport Upham LLC, 1321 Associates LLC



PLANNING BOARD REPORT PORTLAND, MAINE

Subdivision Amendment
15 Northport Drive
Level III Subdivision
Project ID #2013-118

John Walker of 1321 Associates, LLC, Applicant

Submitted to: Portland Planning Board: Public Hearing Date: June 11 th , 2013	Prepared by: Shukria Wiar, Planner Date: June 7 th , 2013 Planning Board Report Number: 27-13
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I. INTRODUCTION

Northport Upham LLC and 1321 Associates LLC have requested a fifth amended subdivision plan of Northport Business Park. The purpose of this amendment is to create parcels around building units #15 and #56, which are being removed from the condominium association.

There are no site improvements or construction proposed as part of this amendment. The applicant is strictly creating property lines encompassing two of the existing buildings and for the lots to be separated from the remaining condominium property. There will be access, drainage, and utility easement agreements between Unit #15, Unit #56 and the condominium property.

The Planning Board will review the proposed plan against the Level III subdivision standards.

Applicant Name John Walker of 1321 Associates
Consultants Matthew Ek of Sebago Technics

II. PROJECT DATA

Existing Zoning:	Community Business Zone (B2)
Existing Use:	Professional Offices
Existing number of lots:	One
Proposed number of lots:	Three
Parcel Size:	
Existing:	926,335 sq. ft.
Proposed:	Building Unit #15- ±50,897 sq. ft. Building Unit #56- ±75,667 sq. ft. Remaining Northport Condominium – 799,771 sq. ft.
Parking Spaces:	
Existing:	1006 spaces for the entire condominium complex
Proposed:	Building Unit #15- 69 spaces Building Unit #56- 76 spaces Remaining condominium complex- 865 spaces
Estimated Cost of Project:	No cost associated with proposed project since there are no site improvements or new building construction proposed.
Uses in Vicinity:	To the north of this condominium complex parcel is the Northgate Shopping Plaza. To the west, there are restaurants and a pharmacy. To the south and east are single-family and two-family residential units.

III. EXISTING CONDITIONS

Currently the Northport Business Park consists of seven buildings, including the subject parcels with a total of one thousand and ten parking spaces. Parcel with Building #15, is located along Washington Avenue and parcel with Building #56 is located on the private Northport Drive. Access to the entire site is from Washington Avenue, as well as from Northport Drive.

IV. PROPOSED DEVELOPMENT

The purpose of this amendment is to create parcels around building units #15 and #56 which are being removed from the condominium association. This will be the fifth amended subdivision plan of Northport Business Park. The recent amendments include land along Gertrude Avenue being sold to Jim Wolf, which was later created into two lots, and subdivision of "Parcel 1 and Parcel 2" along Washington Avenue, shown on the Attachment Plan 2.

Following is the total square footage breakdown for each building and the required parking based on the Section 14-332 (j) of the Land Use Ordinance, which requires one parking space for every 400 square feet of office space:

<i>Building Unit</i>	<i>Building Area (Sq. Ft.)</i>	<i>Required Parking</i>	<i>Provided Parking Spaces</i>
Unit 15	20,592	52	69
Unit 56	19,888	50	76
Unit 27	30,249	76	
Unit 43	26,830	67	
Units 49, 75, & 81	174,806	437	
Subtotal of 27,43, 49, 75 & 81	231,885	580	865

There are no proposed site improvements or building construction as part of this amendment. The applicant is strictly creating property lines for two of the existing buildings to be removed from the remaining property. There will be access, drainage, and utility easement agreements between Unit #15, Unit #56 and the remaining condominium property.

V. PUBLIC COMMENT

Upon receipt of the subject site plan application, staff noticed property owners within 500 feet of the site and placed a legal ad in the *Portland Press Herald* newspaper in accordance with requirements. Two hundred and fifty-four (254) notices were sent to area residents. A notice also appeared in the June 3rd, 2013 and June 4th, 2013 editions of the *Portland Press Herald*.

The applicant is not required to hold a neighborhood meeting since the amendment is a three-lot subdivision; three-lot subdivision does not need a neighborhood meeting. As of the date of this report, staff has not received any written public communication pertaining to this application.

VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY

- a. The owner of the property is 1321 Associates, LLC. The applicant has provided a copy of a quitclaim deeds, recorded at the Cumberland County Registry of Deeds (Book 28725 Page 333, Book 25950 Page 227), which demonstrates their right, title and interest in the property.
- b. There is no estimated cost of the development because the applicant is not proposing any site improvement or building construction, only subdividing lots.

VII. ZONING ASSESSMENT

Marge Schmuckal, Zoning Administrator has reviewed the plans for the minimum requirements in the B-2 zone.

Each parcel and the original parcel are meeting the minimum B-2 street frontage requirements and all minimum requirements of the Land Use Zoning Ordinance.

Ms. Schmuckal also reviewed the parking analysis dated May 31, 2013 prepared by Matthew Ek of Sebago Technics. Based upon the given information, the parking requirements for unit #15 and unit #56 parcels and the remaining condominium parcel are all meeting the minimum parking Land Use Zoning parking requirements.

VIII. DEVELOPMENT REVIEW

A. SUBDIVISION PLAN AND RECORDING PLAT REQUIREMENTS (Section 14-496)

The applicant has submitted an amended subdivision plat for review. As part of this proposal, there are mutual easements being proposed between the three new properties for drainage, access and utilities. Danielle West-Chuhta, Corporation Counsel, has reviewed the proposed easements and offers the following comment:

These easements are acceptable to me. I would have DPS (engineering review the metes and bounds descriptions to verify, if necessary). I would just note that in easement paragraphs 2 and 3 and paragraph D (under the general heading) in each proposed easement - there is a discussion of signs, and removal of stormwater and termination of certain rights/areas - and how each of these items requires grantor/grantee approval. They should also be aware that these steps may also require City approval. Finally, they mention parking spaces in each of the deeds. This is fine with me - but I am not sure if you have a specific number you are requiring them to provide. The one deed references 17 spaces.

The City Surveyor is currently reviewing the subdivision plat. The City staff will work will work with the applicant to finalize the subdivision plat.

A potential condition of approval:

The Subdivision Plat and the easements shall be finalized to the satisfaction of the Planning Authority, Department of Public Services and Corporation Counsel prior to the release of the recording plat. The plat must be recorded within thirty (30) days of the Planning Board decision.

B. SUBDIVISION (Section 14-497)

As an amendment to an approved subdivision, the subject application is subject to conformance with the applicable standards of the subdivision ordinance.

Section 14-496 (c) states:

Alterations to an approved plot. The planning authority may approve alterations to an approved recording plat when all of the following conditions are met; otherwise, a new subdivision plat must be submitted to the Planning Board:

- 1. The rearrangement of lot lines does not increase the number of lots within a block or other subdivision unit or area;*
- 2. The alteration will not affect any street, alley, utility easement or drainage easement;*
- 3. The alteration meets all of the minimum requirements of this article, article III of this chapter on zoning and other applicable state and local codes;*
- 4. The alteration is approved by the public works authority and the fire department.*

Such approved alterations shall be properly recorded in the registry within thirty (30) days thereof or they shall be null and void. Recording of approved alterations also shall be in accordance with the requirements of 30-A M.R.S.A. Section 4406.

Based on the application submitted, the project does not meet all of the above standards and therefore this application is before the Planning Board for review. The thirty (30) day recording applies to both Planning

Authority and Planning Board review of amended subdivision plans; therefore, the proposed condition of approval states the revised plan must be recorded within thirty (30) days of the Planning Board decision.

The proposal is limited to the alteration of property lines and easements for access, utilities and drainage. No new development or site work is proposed. The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's Subdivision Ordinance and applicable regulations. Staff comments are listed below.

1. Will Not Result in Undue Water and Air Pollution (Section 14-497 (a) I), and Will Not Result in Undue Soil Erosion (Section 14-497 (a) 4)

There are no proposed site improvements or construction, so the Staff finds the proposed project in conformance with this standard.

2. Sufficient Water Available (Section 14-497 (a) 2 and 3)

The applicant is not proposing any new utilities services as part of this project and it is currently served by the Portland Water District.

3. Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)

The access to the subdivided lots and the condominium site are still from Washington Avenue and Northport Drive via Allen Avenue. Sidewalks exist along the Washington Avenue frontage and the frontage along Allen Avenue consists of the Northport Drive entrance. Tom Errico, Consultant Traffic Engineer has reviewed the project. Since there are no changes in the traffic volumes and site conditions, Mr. Errico does not have any comments, see Attachment 2a and 2b

4. Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)

The applicant is not proposing any new utilities services as part of this project and it is currently served by the City's sewer system. The City's sewer and stormwater separation project for the Fallbrook watershed was completed through the site in 2011. Nathaniel Smith, Project Engineer, notes that the City has easements through the site for this infrastructure. Per Danielle West-Chuhta, Corporation Counsel, recommendation, the final easements as amended must be approved by DPS, Planning Division and Corporation Counsel, which is included as a condition of approval.

5. Scenic Beauty, Natural, Historic, Habitat and other Resources (Section 14-497 (a) 8)

The proposed project will not have an adverse effect on the scenic or natural beauty of the area. Trees and landscaping are located along Northport Drive and within the developed sites.

6. Comprehensive Plan (Section 14-497 (a) 9)

Based on a review of the comprehensive plan, the following statements are relevant to this proposal for the Planning Board's consideration. According to the Future Land Use Map and Growth Areas Map, the site has been designated a growth area in the B-2 Neighborhood Business and R-3 Residential.

i. Goals and Policies

COMMUNITY COMMERCIAL POLICES AND LAND USE PLAN -September 1987-1988

Goal

- Accommodate the City's commercial activity within a range of functionally and physically defined commercial centers.

- Promote preservation and revitalization of its existing commercial centers and maintain a scale within them that is compatible and integrated with other land uses.
- Maintain and promote a community, which is attractive to both existing and prospective families and homeowners to help support the neighborhood commercial district.
- Promote new office park development of high quality in outlying areas for development seeking a suburban-style setting.

HOUSING: SUSTAINING PORTLAND’S FUTURE

Policy #5: Portland’s Comprehensive Plan encourages a manageable level of growth that will sustain the City as a healthy urban center in which to live and work and to achieve a shared vision for Portland. Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.

IX. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the proposed development.

X. PROPOSED MOTIONS

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report #27-13 for application 2013-118 relevant to Subdivision Standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

1. SUBDIVISION:

That the Planning Board finds that the plan [is or is not] in conformance with the subdivision standards of the land use code, subject to the following condition of approval:

The Subdivision Plat and the easements shall be finalized to the satisfaction of the Planning Authority, Department of Public Services and Corporation Counsel prior to the release of the recording plat. The plat must be recorded within thirty (30) days of the Planning Board decision.

ATTACHMENTS:

PLANNING BOARD REPORT ATTACHMENTS

1. Marge Schmuckal, Zoning Administrator Review
2. Tom Errico, Consultant Traffic Engineer Review
 - a. 05.29.2013
 - b. 06.03.2013
3. Danielle West-Chuhta, Corporation Counsel

APPLICANT’S SUBMITTAL

- A. Cover Letter 05.06.2013
- B. Application
- C. Appendix A: Evidence of Right, Title and Interest
- D. Appendix B: Existing Easements or Other Burdens
- E. Appendix C: Proposed Deeds with Easements or Other Burdens
- F. Parking Analysis

PLANS

- Plan 1 Fifth Amended Subdivision Plan
- Plan 2 Fifth Amended Subdivision Plan

MEMORANDUM

To: FILE
From: Shukria Wiar
Subject: Application ID: 2013-118
Date: 6/6/2013

Comments Submitted by: Marge Schmuckal/Zoning on 6/3/2013

This project is to create separate parcels - called unit #15 & unit #56 and to remove them from the Northport Business Park Condominium. I have reviewed the plans for minimum required street frontage in the B-2 zone. Each parcel and the original parcel are meeting the minimum B-2 street frontage requirements.

I have also reviewed the parking analysis dated May 31, 2013 prepared by Matthew Ek of Sebago Technics. Based upon the given information, the parking requirements for unit #15 parcel and unit #56 parcel and the remaining condominium parcel are all meeting the minimum parking Land Use Zoning parking requirements.

This proposal is meeting the minimum requirements of the Land Use Zoning Ordinance.

Marge Schmuckal
Zoning Administrator

Shukria Wiar - Northport Business Park

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>
Date: 5/29/2013 2:02 PM
Subject: Northport Business Park
CC: David Margolis-Pineo <DMP@portlandmaine.gov>, Jeremiah Bartlett <JBartle...

Shukria – I have reviewed the project application and given that no changes in traffic volumes and site conditions are proposed, I do not have any comments. I have not reviewed the specifics of the legal documents, but I assume traffic access will continue to be permitted via the internal roadway system in the future. My assumption on it be acceptable is that there are no changes to existing access/egress provisions.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

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Please consider the environment before printing.

Shukria Wiar - RE: RE: Northport Drive Subdivision Amendment

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To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>, Marge Schmuckal <MES@portland...>
Date: 6/3/2013 9:40 AM
Subject: RE: RE: Northport Drive Subdivision Amendment

Shukria – I have reviewed the parking analysis and I find it acceptable from a traffic analysis perspective. I also compared it to ITE Parking Generation data, and sufficient parking is expected. If you have any questions, please contact me.

Thanks

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
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207.400.0719 mobile

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Sent: Friday, May 31, 2013 11:54 AM
To: Marge Schmuckal
Cc: Tom Errico
Subject: Fwd: RE: Northport Drive Subdivision Amendment

Hello:

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Thanks.

Shukria

>>> Matthew EK <mek@sebagotech.com> 5/31/2013 11:46 AM >>>

Shukria,

Thanks for the call this morning. As we discussed I've attached a letter containing our parking analysis.

We also discussed the easements between the Units 15 and 56 and the remaining condominium. If you review Appendix C on the application submitted earlier this month, you'll see the language granting mutual access/utility easements. We are not proposing any changes to traffic patterns or the current site conditions.

Shukria Wiar - Re: Amendment to Subdivision on Northport Drive

From: Danielle West-Chuhta (Danielle West-Chuhta)
To: Shukria Wiar
Date: 6/3/2013 3:05 PM
Subject: Re: Amendment to Subdivision on Northport Drive

Shukria:

These easements are acceptable to me. I would have DPS (engineering review the metes and bounds descriptions to verify, if necessary). I would just note that in easement paragraphs 2 and 3 and paragraph D (under the general heading) in each proposed easement - there is a discussion of signs, and removal of stormwater and termination of certain rights/areas - and how each of these items requires grantor/grantee approval. They should also be aware that these steps may also require City approval. Finally, they mention parking spaces in each of the deeds. This is fine with me - but I am not sure if you have a specific number you are requiring them to provide. The one deed references 17 spaces.

Thanks,

Danielle

>>> Shukria Wiar 6/3/2013 9:39 AM >>>
Hello Danielle:

Hope all is well with you and the family. I have another project for you to review the easements for. This is an amendment to an approved site plan. The applicant is subdividing two lots from the main lot. They are overall easements for drainage and access. I have attached the application for your review. The easements are part of Appendix C.

The project will not have a workshop hearing and is going straight to public hearing next week. I am working on the report this week.

Thank you.

Shukria



May 6, 2013
05258

Portland Planning Board
Department of Planning and Urban Development
Portland City Hall
389 Congress Street
Portland, Maine 04101

Northport Business Park – Subdivision Amendment

Dear Members of the Board:

On behalf of Northport Upham LLC and 1321 Associates LLC we have prepared the enclosed application and supporting documentation for the Fifth Amended Subdivision Plan of Northport Business Park. The purpose of this amendment is to create parcels around units 15 and 56 which are being removed from the condominium.

There is no proposed construction as part of this amendment. We are strictly creating property lines for two (2) of the existing buildings to be removed from the remaining property. There will be access, drainage, and utility easement agreements between Unit 15, Unit 56 and the remaining condominium property.

The following items address the Level III Site Plan Checklist:

- We have attached the completed application form.
- We have provided the requested application fee.
- The introduction above is the written description of the project.
- We have attached the current deeds as right, title and interest.
- We don't anticipate the need for any state or federal permits.
- We are not proposing any changes to use or zoning with this amendment.
- We are providing copies of the existing easement documents. Proposed easements are provided for access and utilities as needed over the two (2) parcels created and the remaining condominium. A copy of the proposed agreement is included.
- We are not requesting any waivers.
- Since there is no change of use there is no need for a traffic analysis.
- There are no significant natural features located on the site.
- Since the current use is consistent with the city's zoning and there is no change of use, the amendment is consistent with the city master plan.
- Neighborhood meeting is not required for the creation of two (2) parcels.
- The attached Subdivision Plan is a Boundary Survey as required.
- The attached Subdivision Plan shows the existing site features and the proposed parcel boundaries and easements.

- Since there is no proposed construction or site changes the following checklist items are not needed:
 - Financial and technical capacity report
 - Utility capacity information
 - Fire safety report
 - Construction management plan
 - Traffic Plan
 - Stormwater management plan
 - Written summary of solid waste generation and proposed management of solid waste
 - Written assessment of conformity with applicable design standards
 - Manufacturer's verification that HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

- The attached Subdivision Plan shows the existing site features and the proposed parcel boundaries and easements. Since there is no proposed construction most of the Final Plan Phase checklist items are not applicable.

I will attend the Planning Board meeting this project is scheduled for to answer any questions that you may have. Thank you for your time and your consideration of this project.

Sincerely,

SEBAGO TECHNICS, INC.



Matthew W. Ek, P.L.S.
Senior Survey Manager

MWE:jag
Enc.

Cc. Northport Upham LLC, 1321 Associates LLC



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form to be used for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits. General information pertaining to the thresholds of review and fee structure is contained on page 3 of this application. The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp>

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sf or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sf or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sf or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sf or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sf or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sf of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sf and/or facilities encompassing 20,000 sf or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: Northport Business Park

PROPOSED DEVELOPMENT ADDRESS:

1321 Wasington Avenue (A.K.A. 15 Northport Drive) & 56 Northport Drive

PROJECT DESCRIPTION:

Creating parcel boundaries around Units 15 & 56 Northport Business Park to remove them from the Condominium.

CHART/BLOCK/LOT: 401-A-005015 &
401-A-005056

PRELIMINARY PLAN _____ (date)
FINAL PLAN 3-19-13 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: John Walker Business Name, if applicable: 1321 Associates, LLC Address: 1321 Washington Ave, Suite 102 City/State : Portland, Maine Zip Code: 04103	Applicant Contact Information Work # 207-878-8070 Home# Cell # 207-232-5009 Fax# e-mail: icwalker4587@aol.com iwalklaw@gmail.com
Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Address: City/State : Zip Code:	Agent/Representative Contact information Work # Cell # e-mail:
Billing Information Name: John Walker Address: 1321 Washington Ave, Suite 102 City/State : Portland, Maine Zip Code: 04103	Billing Information Work # 207-878-8070 Cell # 207-232-5009 Fax# e-mail: icwalker4587@aol.com iwalklaw@gmail.com

Engineer Name: Sebago Technics, Inc. Address: 75 John Roberts Rd, Suite 1A City/State : South Portland, Maine Zip Code: 04106	Engineer Contact Information Work # 207-200-2058 Cell # 207-831-9470 Fax# 207-856-2206 e-mail: mek@sebagotechnics.com
Surveyor Name: Matthew Ek - Sebago Technics, Inc. Address: 75 John Roberts Rd, Suite 1A City/State : South Portland, Maine Zip Code: 04106	Surveyor Contact Information Work # 207-200-2058 Cell # 207-831-9470 Fax# 207-856-2206 e-mail: mek@sebagotechnics.com
Architect Name: Address: City/State : Zip Code:	Architect Contact Information Work # Cell # Fax# e-mail:
Attorney Name: John Walker Address: 1321 Washington Ave, Suite 102 City/State : Portland, Maine Zip Code: 04103	Attorney Contact Information Work # 207-878-8070 Cell # 207-232-5009 Fax# e-mail: jcwalker4587@aol.com jwalklaw@gmail.com

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

<p>Level III Development (check applicable reviews)</p> <p><input type="checkbox"/> Less than 50,000 sq. ft. (\$500.00)</p> <p><input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000)</p> <p><input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000)</p> <p><input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000)</p> <p><input type="checkbox"/> over \$300,00 sq. ft. (\$5,000)</p> <p><input type="checkbox"/> Parking lots over 11 spaces (\$1,000)</p> <p><input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)</p> <hr/> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none"> - Notices (\$.75 each) - Legal Ad (% of total Ad) - Planning Review (\$40.00 hour) - Legal Review (\$75.00 hour) <p>Third party review is assessed separately.</p>	<p>Other Reviews (check applicable reviews)</p> <p><input type="checkbox"/> Traffic Movement (\$1,000)</p> <p><input type="checkbox"/> Stormwater Quality (\$250)</p> <p><input checked="" type="checkbox"/> Subdivisions (\$500 + \$25/lot)</p> <p># of Lots <u>2</u> x \$25/lot = <u>\$550</u></p> <p><input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot)</p> <p># of Lots <u> </u> x \$200/lot = <u> </u></p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Change of Use</p> <p><input type="checkbox"/> Flood Plain</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Design Review</p> <p><input type="checkbox"/> Housing Replacement</p> <p><input type="checkbox"/> Historic Preservation</p>
<p>Plan Amendments (check applicable reviews)</p> <p><input type="checkbox"/> Planning Staff Review (\$250)</p> <p><input type="checkbox"/> Planning Board Review (\$500)</p>	

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Submissions shall include one (1) paper packet with folded plans containing the following materials:

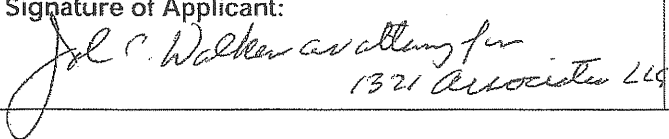
1. One (1) full size set of plans that must be folded.
2. One (1) copy of all written materials as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
6. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant:  J. C. Walker as attorney for 1321 Associates LLC	Date: 5/16/2013
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PROJECT DATA

The following information is required where applicable, in order complete the application.

Total Area of Site	926,335 sq. ft.
Proposed Total Disturbed Area of the Site	(No new construction) 0 sq. ft.
(If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland)	
Impervious Surface Area	
Impervious Area (Existing)	N/A sq. ft.
Impervious Area (Proposed)	N/A sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Existing)	N/A sq. ft.
Building Footprint (Proposed)	N/A sq. ft.
Floor Area (Existing)	N/A sq. ft.
Floor Area (Proposed)	N/A sq. ft.
Zoning	
Existing	B2 & R3
Proposed, if applicable	
Land Use	
Existing	Business
Proposed	Business
Residential, If applicable	
Residential Units (Existing)	
Residential Units (Proposed)	
# Number of Lots (Proposed)	
Affordable Housing Units (Proposed)	
Efficiency Units (Proposed)	
One-Bedroom Units (Proposed)	
Two-Bedroom Units (Proposed)	
Three-Bedroom Units (Proposed)	
Parking Spaces	
Parking Spaces (Existing)	1006 (including 25 handicap)
Parking Spaces (Proposed)	Same: 1006 (including 25 handicap)
Handicapped Spaces (Proposed)	
Bicycle Parking Spaces	
Bicycle Spaces (Existing)	
Bicycle Spaces (Proposed)	
Estimated Cost of Project	\$0 (no construction)

General Submittal Requirements – Preliminary Plan (Optional)

Level III Site Plan

Preliminary Plan Phase Check list (if elected by applicant)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1	Completed application form
<input type="checkbox"/>	<input type="checkbox"/>	1	Application fees
<input type="checkbox"/>	<input type="checkbox"/>	1	Written description of project
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of right, title and interest.
<input type="checkbox"/>	<input type="checkbox"/>	1	Copies of required State and/or Federal permits.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of proposed project's compliance with applicable zoning requirements.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written description of existing and proposed easements or other burdens.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written requests for waivers from individual site plan and/or technical standards, where applicable.
<input type="checkbox"/>	<input type="checkbox"/>	1	Traffic analysis (may be preliminary, in nature, during the preliminary plan phase).
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of significant natural features located on the site.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of project's consistency with related city master plans.
<input type="checkbox"/>	<input type="checkbox"/>	1	Neighborhood Meeting Material (refer to page 13 of this application.)
Applicant Checklist	Planner Checklist	Number of Copies	Site Plan Submittal Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1	Boundary Survey meeting the requirements of Section 13 of the City of Portland Technical Manual.
<input type="checkbox"/>	<input type="checkbox"/>	1	Preliminary Site Plan Including the following: (*information provided may be preliminary in nature during preliminary plan phase):
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities (preliminary layout).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, transit infrastructure, roadway improvements).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary stormwater management and erosion control plan.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b) 1. of the Land Use Code).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed alterations to and protection measures for significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed easements or public or private rights of way.

General Submittal Requirements – Final Plan (Required)

Level III Site Plan

Final Plan Phase Check list (including items listed above in General Requirements for Preliminary Plan, if applicant did not elect to submit for a preliminary plan review)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of financial and technical capacity.
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of utilities' capacity to serve the development.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of fire safety (referencing NFPA fire code and Section 3 of the City of Portland Technical Manual).
<input type="checkbox"/>	<input type="checkbox"/>	1	Construction management plan.
<input type="checkbox"/>	<input type="checkbox"/>	1	Traffic Plan (if development will (1) generate 100 or more PCE or (2) generate 25 or more PCE and is located on an arterial, within 1/2 mile of a high crash location, and/or within ¼ mile of an intersection identified in a previous traffic study as a failing intersection).
<input type="checkbox"/>	<input type="checkbox"/>	1	Stormwater management plan.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of solid waste generation and proposed management of solid waste.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of conformity with applicable design standards.
<input type="checkbox"/>	<input type="checkbox"/>	1	Manufacturer's verification that HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Final Plan Phase		Number of Copies	Written Submittal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	1	Final Site Plan Including the following
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures on the site with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways. Proposed curb lines must be shown.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed loading and servicing areas, including applicable turning templates for delivery vehicles
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed snow storage areas or snow removal plan.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed trash and recycling facilities.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location and details of proposed infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, public transit infrastructure, roadway improvements).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed septic system, if not connecting to municipal sewer. (Portland Waste Water Application included in this application)
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed finish floor elevation (FFE).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Exterior building elevation(s) (showing all 4 sides).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed stormwater management and erosion controls.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Exterior lighting plan, including street lighting improvements..

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<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Proposed signage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Identification of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code). Wetlands must be delineated.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Proposed alterations to and protection measures for of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Total area and limits of proposed land disturbance.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Soil type and location of test pits and borings.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Details of proposed pier rehabilitation (Shoreland areas only).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Existing and proposed easements or public or private rights of way.</i>

Appendix A

Evidence of Right, Title and Interest

QUITCLAIM DEED

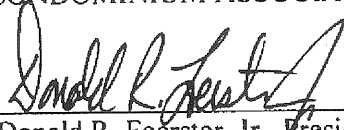
KNOW ALL MEN BY THESE PRESENTS, THAT NORTHPORT BUSINESS PARK CONDOMINIUM ASSOCIATION, whose mailing address is c/o Bibeau & Company, Inc., 340 Fore Street, Portland, Maine 04101, does release and quitclaim to 1321 Associates, LLC, whose mailing address is 1976 Washington Avenue, Portland, Maine 04103, the premises described as follows:

Unit 15 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007 and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29, as amended.

DATED this 27 day of May, 2011

Received
Recorded Register of Deeds
May 31, 2011 11:13:45A
Cumberland County
Pamela E. Lovley

NORTHPORT BUSINESS PARK
CONDOMINIUM ASSOCIATION



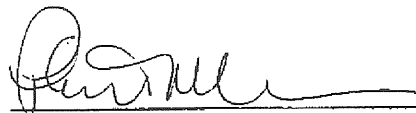
Donald R. Foerster, Jr., President

STATE OF MAINE,
Cumberland County

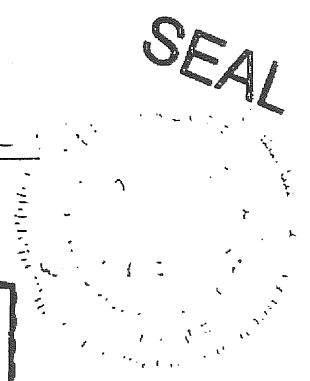
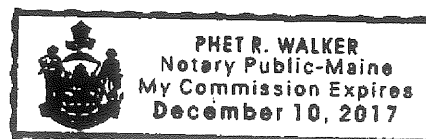
May 27, 2011

Personally appeared the above-named Donald R. Foerster, Jr., President of Northport Business Park Condominium Association and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of Northport Business Park Condominium Association.

Before me,



Notary Public/Attorney at Law



MAINE REAL ESTATE TAX PAID

**QUITCLAIM DEED WITH COVENANT
STATUTORY SHORT FORM
TITLE 33, §775
WITH INCORPORATED ASSIGNMENT OF SUBLEASE**

L. L. BEAN, INC., a Maine corporation, with a mailing address of Casco Street, Freeport, Maine 04033, for consideration paid, grants to **NORTHPORT UPHAM LLC**, a Maine limited liability company, with a mailing address of P.O. Box 4894, Portland, Maine 04112, with **Quitclaim Covenant**, a certain lot or parcel of land situated in the City of Portland, Cumberland County, Maine, described as follows:

Unit 56 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007, and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29, as amended.

Being a portion of the premises conveyed to L. L. Bean, Inc. by trustees' deed of Raymond A. Carye, Barbara F. Carye and Edward F. Carye, as Trustees of Northport Realty Trust, as amended, dated December 28, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23553, Page 60.

L. L. Bean, Inc. also assigns to Northport Upham LLC its rights as landlord under a certain sublease dated March 31, 2004, between L. L. Bean, Inc. and Liberty Mutual Insurance Company ("Sublease"). Northport Upham LLC assumes the obligations of landlord under the Sublease that arise on or after the closing date.

L. L. Bean warrants and represents to Northport Upham LLC that L. L. Bean is the sole owner of the landlord's interests under the Sublease, and L. L. Bean, for itself and its successors and assigns, will warrant and forever defend the landlord's interests under the Sublease to Northport Upham LLC, its successors and assigns, against the claims of all persons lawfully claiming the same or any part of the same, by, through or under L. L. Bean,


L. L. Bean agrees to defend, indemnify and hold Northport Upham LLC harmless with respect to any and all claims, expenses, liabilities, damages and losses which Northport Upham LLC may incur or suffer on and after the closing date as a result of L. L. Bean's failure, before the closing date, to fulfill any of its duties or obligations

arising under the Sublease. Northport Upham LLC agrees to defend, indemnify and hold L. L. Bean harmless with respect to any and all claims, expenses, liabilities, damages and losses which L. L. Bean may incur or suffer on and after the closing date as a result of the failure of Northport Upham LLC, its successors or assigns, on or after the closing date, to fulfill any of their duties or obligations arising as landlord under the Sublease.

L. L. Bean confirms to Liberty Mutual Insurance Company that it has conveyed Unit 56 of the Northport Business Park Condominium to Northport Upham LLC and has assigned all of its rights as Landlord under the Sublease to Northport Upham LLC. Liberty Mutual Insurance Company is authorized and directed to pay all future rents and other amounts due to the Landlord under the Sublease to Northport Upham LLC.

DATED: March 28, 2008

L. L. BEAN, INC.

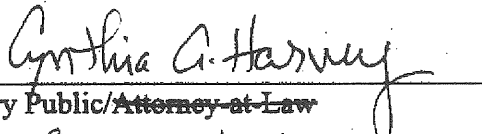
By: 
Name: Christopher J. McCormick
Its: Chief Executive Officer

STATE OF MAINE
COUNTY OF CUMBERLAND

March 28, 2008

Personally appeared the above-named Christopher J. McCormick, Chief Executive Officer of L. L. Bean, Inc., and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of L. L. Bean, Inc.

Before me,


Notary Public/~~Attorney at Law~~
Cynthia A. Harvey
(Print Name)

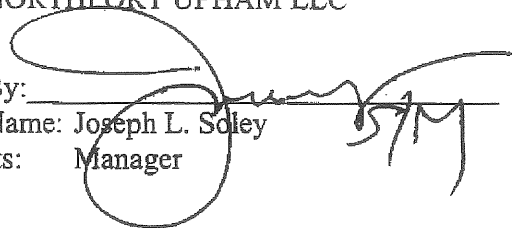
SEAL

NORTHPORT UPHAM LLC SIGNATURE PAGE

DATED: March 31, 2008

NORTHPORT UPHAM LLC

By: _____
Name: Joseph L. Soley
Its: Manager



STATE OF MAINE
COUNTY OF CUMBERLAND

March 31, 2008

Personally appeared the above-named Joseph L. Soley, Manager of Northport Upham LLC, and acknowledged the above instrument to be his free act and deed in that capacity and the free act and deed of Northport Upham LLC.

Before me,

Notary Public/Attorney-at-Law
William S. King

Received
Recorded Register of Deeds
Apr 04, 2008 02:01:39P
Cumberland County
Pamela E. Lovley

QUITCLAIM DEED WITH COVENANT
STATUTORY SHORT FORM
TITLE 33, §775

L. L. BEAN, INC., a Maine corporation, having a mailing address of Casco Street, Freeport, Maine 04033, for consideration paid, grants to MARTIN'S POINT HEALTH CARE, INC., a Maine nonprofit corporation, having a mailing address of P.O. Box 9746, Portland, Maine 04112, with **Quitclaim Covenant**, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, described as follows:

Unit 27 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007, and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29, as amended by First Amendment dated as of May 29, 2007, recorded in said Registry of Deeds in Book 25161, Page 215, and in the First Amended Condominium Plats and Plans incorporated into said Declaration and recorded in said Registry of Deeds in Plan Book 207, Pages 267-272.

Unit 27 is hereby conveyed together with:

1. An exclusive right to use the Limited Common Elements appurtenant to the Unit as specified in said Declaration, and shown on said Plats and Plans; and
2. All rights and easements as described in said Declaration.

Being a portion of the premises conveyed to L. L. Bean, Inc. by trustees' deed of Raymond A. Carye, Barbara F. Carye and Edward F. Carye, as Trustees of Northport Realty Trust, as amended, dated December 28, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23553, Page 60.

DATED this 21st day of September, 2010

L. L. BEAN, INC.

By: Christopher J. McCormick
Name: Christopher J. McCormick
Its: Chief Executive Officer and President

STATE OF MAINE
COUNTY OF CUMBERLAND

September 21, 2010

Personally appeared the above-named Christopher J. McCormick, Chief Executive Officer and President of L.L. Bean, Inc., and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of L. L. Bean, Inc.

SEAL

Before me,
Cynthia A. Harvey
Notary Public/~~Attorney at Law~~

Cynthia A. Harvey
(Print Name)

My Commission Expires: September 28, 2015

Received
Recorded Register of Deeds
Sep 24, 2010 09:35:10A
Cumberland County
Pamela E. Lovley

MAINE REAL ESTATE TAX PAID

MAINE REAL ESTATE TAX PAID

TRUSTEES' DEED

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 ("Grantor"), by the power conferred by law, and every other power, for SIX MILLION DOLLARS (\$6,000,000.00) paid, grants to L. L. Bean, Inc., a Maine Corporation, having a place of business at Casco Street, Freeport, Maine 04033 ("Grantee") all those parcels of land (the "Premises") with the buildings and improvements thereon situated on Washington Avenue, Allen Avenue and Gertrude Avenue in Portland, Cumberland County, Maine, being shown as Parcels 4, 5, 6, 7, 8 and 9 on a plan entitled "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen Haskell, Inc., dated December 12, 2005 and recorded with the Cumberland County Registry of Deeds at Volume 205, Page 801 (the "Final Subdivision Plan Amendment 4"), and further bounded and described on Exhibit A attached hereto and made a part hereof.

The Premises are conveyed subject to an easement for vehicular access granted in the Deed from Grantor to Portland Regional Federal Credit Union dated June 9, 1992 and recorded with Cumberland County Registry of Deeds in Book 10157, Page 41, (the "Parcel 1 Deed"), and located within the area designated as "Ingress and Egress Access Easement for Benefit of Parcel 1" shown on the subdivision plan entitled "Final Subdivision Plan Amendment 2" dated April 23, 1992 and recorded with said Registry of Deeds as Plan Book 192, Page 116.

The Grantor hereby assigns to Grantee all of Grantor's right in and to the sign easement located on Parcel 1, which sign easement is reserved by Grantor in the Parcel 1 Deed. Grantee shall be responsible for the maintenance, repair and replacement of the sign easement in accordance with the terms and provisions set forth in the Parcel 1 Deed.

The Premises are conveyed subject to and with the benefit of (1) the Reciprocal Easement and Restrictions Agreement recorded immediately subsequent to this Trustee's Deed, and (2) the Release Deed from Grantor to the City of Portland, Maine recorded immediately prior to this Trustee's Deed. The Premises are further conveyed subject to and with the benefit of all rights, easements, agreements, covenants, leases and restrictions of record, if any, insofar as the same are now in force and applicable.

For Grantor's Title see Deeds to Grantor from the following:

1. First National Stores, Inc., dated May 7, 1971 and recorded in Book 3169, Page 628;
2. Warren J. Turner, dated August 24, 1971 and recorded in Book 3189, Page 807;
3. Gerald W. Judkins, dated August 30, 1971 and recorded in Book 3189, Page 809;
4. Edward M. Chute and Gloria D. Chute, dated September 10, 1971 and recorded in Book 3196, Page 264;
5. Guy E. Young and Goldie R. Young, dated March 17, 1972 and recorded in Book 3216, Page 670;
6. Robert F. Kirk and Vicki D. Kirk, dated October 11, 1985 and recorded in Book 6930, Page 250;
7. Lee M. Andrews, dated October 8, 1987 and recorded in Book 8011, Page 14;

8. Lina M. Herrick by and through Marilyn H. Lewis and Louine Haughn, Co-conservators, dated November 22, 1988 and recorded in Book 8568, Page 289;
9. James S. Barton, Frances M. Barton and Mary F. Picavet, dated May 5, 1989 and recorded in Book 8746, Page 301;
10. Edward F. Carye, dated February 2, 1998 and recorded in Book 13590, Page 97; and
11. Edward F. Carye and Christine A. Carye, dated February 2, 1998 and recorded in Book 13590, Page 99.

[SIGNATURE PAGE FOLLOWS]

WITNESS our hands and seals this 28th day of December, 2005.

WITNESSETH:

NORTHPORT REALTY TRUST

Joanne Corbay

By: Raymond A. Carye
Raymond A. Carye, Trustee and
Not Individually

Joanne Corbay

By: Barbara F. Carye
Barbara F. Carye, Trustee and
Not Individually

Joanne Corbay


By: Edward F. Carye
Edward F. Carye, Trustee and
Not Individually

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX, ss.

December 28, 2005

Then personally appeared the above-named Raymond A. Carye, as Trustee and not individually, of Northport Realty Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee on behalf of said Trust.

Before me,


Notary Public: GARY BUCHANAN
My Commission expires: 2/3/2006

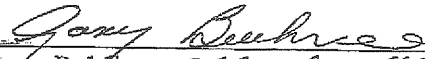
SEAL

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX, ss.

December 28, 2005

Then personally appeared the above-named Barbara F. Carye, as Trustee and not individually, of Northport Realty Trust, and acknowledged the foregoing instrument to be her free act and deed as Trustee on behalf of said Trust.

Before me,


Notary Public: GARY BUCHANAN
My Commission expires: 2/3/2006


SEAL

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX, ss.

December 28, 2005

Then personally appeared the above-named Edward F. Carye, as Trustee and not individually, of Northport Realty Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee on behalf of said Trust.

Before me,


Notary Public: GARY BUCHANAN
My Commission expires: 2/3/2006

SEAL

EXHIBIT A
(Legal Description)

All those parcels of land (the "Premises") with the buildings and improvements thereon situated on Washington Avenue, Allen Avenue and Gertrude Avenue in Portland, Cumberland County, Maine, being shown as Parcels 4, 5, 6, 7, 8 and 9 on a plan entitled "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen Haskell, Inc., dated December 12, 2005 (the "Final Subdivision Plan Amendment 4"), which was recorded with the Cumberland County Registry of Deeds at Volume 205, Page 801, bounded and described as follows:

Beginning at a point on the easterly side of Washington Avenue, said point being the southwesterly corner of the herein described Premises, and also the northwesterly corner of the "Simpson Memorial Church the Christian and Missionary Alliance" lot as shown on the Final Subdivision Plan Amendment 4;

Thence running along said Washington Avenue, N 15° 04' 00" W, 200.38 feet to a point;

Thence still running along said Washington Avenue, N 15° 04' 00" W, 100.00 feet to a corner;

Thence turning and running N 39° 38' 32" E, 46.34 feet to a corner;

Thence turning and running N 77° 27' 35" E, 112.11 feet to a corner;

Thence turning and running N 15° 47' 50" W, 15.00 feet to a corner;

Thence turning and running N 77° 27' 35" E, 83.00 feet to a corner;

Thence turning and running N 16° 05' 00" W, 167.70 feet to a corner;

Thence turning and running S 74° 13' 30" W, 24.47 feet to a corner;

Thence turning and running N 44° 11' 00" W, 12.60 feet to a corner;

Thence turning and running N 19° 44' 05" W, 226.58 feet to a corner;

Thence turning and running N 68° 03' 00" E, 10.95 feet to a point;

Thence running N 68° 30' 00" E, 157.05 feet to a point;

Thence still running N 68° 30' 00" E, 85.73 feet to a corner;

Thence turning and running N 14° 31' 45" W, 149.05 feet to a corner;

Thence turning and running N 03° 36' 13" W, 133.12 feet to a corner;

Thence turning and running N 46° 39' 10" W, 27.43 feet to a point on the southeasterly side of Allen Avenue;

Thence turning and running along the southeasterly side of Allen Avenue, N 54° 01' 30" E, 88.65 feet to a point;

Thence still running N 54° 01' 30" E, 413.91 feet to a corner;

Thence turning and running S 35° 57' 09" E, 100.00 feet to a corner;

Thence turning and running N 54° 01' 30" E, 242.58 feet to a corner;

Thence turning and running S 20° 42' 54" E, 31.28 feet to a corner;

Thence turning and running N 54° 01' 30" E, 101.32 feet to a corner;

Thence turning and running S 20° 20' 59" E, 91.82 feet to a point;

Thence running S 18° 24' 15" E, 297.49 feet to a corner;

Thence turning and running S 06° 47' 05" W, 186.22 feet to a point;

Thence running S 05° 05' 25" W, 136.34 feet to a point;

Thence running S 09° 13' 00" W, 148.34 feet to a point;

Thence running S 09° 48' 00" W, 130.09 feet to a corner;

Thence turning and running S 53° 03' 55" W, 379.44 feet to a corner;

Thence turning and running S 37° 20' 26" E, 98.72 feet to a point on the northerly side of Gertrude Avenue;

Thence turning and running along the northerly side of Gertrude Avenue, S 52° 39' 35" W, 150.00 feet to a corner;

Thence turning and running N 37° 20' 25" W, 99.79 feet to a corner;

Thence turning and running S 52° 41' 00" W, 100.00 feet to a point;

Thence running S 52° 03' 00" W, 187.35 feet to a corner;

Thence turning and running N 23° 47' 00" W, 46.76 feet to a corner; and

Thence turning and running S 67° 03' 35" W, 308.41 feet to the point of beginning.

Received
Recorded Register of Deeds
Jan 03 2006 10:12:00A
Cumberland County
John B. O'Brien

Unit 81

QUITCLAIM DEED
WITH COVENANTS
STATUTORY SHORT FORM
TITLE 33, §775

L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033, for consideration paid, grant(s) to WGME, Inc., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road Cockeysville, MD 21030, with **Quitclaim Covenants** a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, described as follows:

Unit 81 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007 and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29.

DATED this 24th day of January, 2007

L. L. BEAN, INC.

By: *Mark Fasold*
Mark Fasold
Its: Chief Financial Officer

STATE OF MAINE
COUNTY OF CUMBERLAND

January 24, 2007

Personally appeared the above-named Mark Fasold, Chief Financial Officer of L. L. Bean, Inc. and acknowledged the above instrument to be his free act and deed in said capacity and the free act and deed of L. L. Bean, Inc.

Before me,

Cynthia A. Harvey
Notary Public/~~Attorney at Law~~

Cynthia A. Harvey
(Print Name)

My commission expires 9-28-08

Received
Recorded Register of Deeds
Jan 30 2007 11:52:10A
Cumberland County
Pamela E. Lovley

MAINE REAL ESTATE TAX PAID

SEAL

Appendix B

Existing Easements or Other Burdens

Book 3169

Lot 1

Map 401, Block A, Lot 5
Map 402, Block A, Lot 10
Map 401, Block A, Lot 44

628

628

7287

KNOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL STORES INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts with a principal place of business at 5 Middlesex Avenue, Somerville, Massachusetts, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE as they are Trustees of NORTHPORT REALTY TRUST with a usual place of business at 88 Turnpike Road, Chelmsford, Massachusetts 01824, said Trust being dated March 3, 1971 recorded with Cumberland County Registry of Deeds, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE, Trustees as aforesaid, their successors and assigns, forever, the following described real estate:

A twenty-one (21) acre parcel of land situated in Portland, Cumberland County, Maine being delineated as a twenty-one (21) acre parcel on a plan entitled "Plan of Property in Portland, Maine made for New England Land Company" by H. I. & E. C. Jordan, Surveyors dated May 28, 1970*recorded herewith in the Cumberland County Registry of Deeds. ~~xxxxxx~~ Said twenty-one (21) acre parcel of land is more particularly bounded and described as follows:

- WESTERLY by Washington Avenue, as shown on said plan, three hundred seventy-three and 91/100 (373.91) feet;
- NORTHERLY by land of John H. Wine, as shown on said plan, two hundred five and 12/100 (205.12) feet;
- SOUTHWESTERLY by land of said Wine, as shown on said plan, one hundred forty-two (142) feet, more or less;
- SOUTHERLY by land of said Wine, one hundred thirty-seven and 09/100 (137.09) feet;
- WESTERLY by Washington Avenue, as shown on said plan, one hundred eight and 61/100 (108.61) feet;
- NORTHERLY by land of Cumberland Farms Northern Inc., Charles W. Mareston, John Jannace, Theodore Stuart and Goldie R. Young, all as shown on said plan, by three (3) courses measuring respectively, one hundred ninety-two and 90/100 (192.90) feet, one hundred twenty-eight and 75/100 (128.75) feet and ninety-eight and 61/100 (98.61) feet;
- WESTERLY by land of the said Goldie R. Young, two hundred ninety-eight and 29/100 (298.29) feet;

*last revised April 6, 1971 to be

0 2 9 5 5 8

RECORDING

STATE OF MAINE
BUREAU OF REAL ESTATE TRANSFER TAX

110.00

NORTHWESTERLY by Allen Avenue, as shown on said plan, one hundred six and 50/100 (106.50) feet;

EASTERLY by land of Thomas Conroy, as shown on said plan, one hundred fifty-one and 62/100 (151.62) feet;

NORTHWESTERLY by land of said Conroy, Lina M. Herrick and Albert D. Lappin, all as shown on said plan, two hundred forty-eight and 63/100 (248.63) feet;

EASTERLY by land of Frances E. Barton, as shown on said plan, fifty (50) feet;

NORTHWESTERLY by land of said Barton, as shown on said plan, two hundred eighteen and 14/100 (218.14) feet;

SOUTHWESTERLY by land of said Barton, as shown on said plan, ninety-three and 95/100 (93.95) feet;

NORTHWESTERLY by land of David R. Marley, Clifford L. Brown, Henry E. Brockett, David L. Abbiati, all as shown on said plan, two hundred forty-two and 58/100 (242.58) feet;

EASTERLY by land of Norman Durost, as shown on said plan, by three (3) courses measuring respectively, one hundred sixty-nine and 72/100 (169.72) feet, one hundred fifty-eight and 08/100 (158.08) feet and two hundred thirty and 40/100 (230.40) feet;

SOUTHEASTERLY by land of Florence B. Oberg Heirs by three (3) courses measuring respectively, one hundred thirty-six and 62/100 (136.62) feet, one hundred forty-eight and 34/100 (148.34) feet and one hundred thirty and 09/100 (130.09) feet;

SOUTHEASTERLY but more SOUTHERLY by land of Melvin E. Works, Wadco Street, Harold Gower, Ann Molbeck, Gertrude Bailey, Grant Hughes Heirs, G. W. Judkins, Warren J. Turner, John C. Richio, Thurlow Street, land of Leslie E. Everette and land of Laura M. Gaudette, all as shown on said plan, by three (3) courses measuring respectively, five hundred twenty-nine and 78/100 (529.78) feet, one hundred (100) feet and one hundred eighty-seven and 35/100 (187.35) feet;

WESTERLY by land of Simpson Memorial Church, The Christian and Missionary Alliance and land of Edward M. Chute, as shown on said plan, one hundred sixty-five (165) feet;

SOUTHERLY by land of said Chute, two hundred eighty-nine and 60/100 (289.60) feet.

For Grantor's title see deed recorded immediately prior hereto.

The within conveyance is made subject to a thirty (30) foot sewer right of way as designated "30' Sewer Right of Way - Right of Way Acquired by City in 1931" on a plan entitled "Plan of Property in Portland, Maine made for New England Land Company" by H. I. & E. C. Jordan, Surveyors, said plan being dated May 28, 1970 revised April 6, 1971 to be recorded with Cumberland County Registry of Deeds, said easement being filed in the Orders of the City of Portland in Book 57, Pages 104, 238 and 240.

The within conveyance is made subject to a one hundred foot (100') sewer right of way as delineated on the aforementioned plan as "Fall Brook Branch 100' Sewer Right of Way", said right of way being duly filed with the City of Portland Records in Book 71, Page 278.

The within conveyance is made subject to a taking by the City of Portland as set forth in an Order of said City dated September 21, 1917 filed in the City of Portland Records; Book 45, Page 86.

The within conveyance is made subject to the rights of others in and to Fall Brook, so-called, which crosses the premises within the area marked "Fall Brook 100' Right of Way" as shown on the aforementioned plan.

The within conveyance is made subject to rights of others to drain the spring located on the Lappin and Barton properties as shown on said plan.

The within conveyance is made subject to the rights of the owners of the Thomas Conroy Parcel in a portion of a driveway appurtenant to said Conroy Parcel on the premises herein described as shown on the aforementioned plan and to plantings appurtenant to the David R. Marley Parcel as shown on said plan.

The within conveyance is made subject to the right, title and interest in any third party in and to Portion 1 and Portion 2 as shown on the aforementioned plan.

G31

TO HAVE AND TO HOLD, the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE as they are Trustees of NORTHPORT REALTY TRUST, their successors and assigns, to their use and behoof forever.

AND, the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seised in fee of the premises, and that they are free of all encumbrances; except as aforesaid, that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will WARRANT AND DEFEND the same to the said Grantee, their successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said FIRST NATIONAL STORES INC. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by *Kerry R. Lyne* its Vice President, thereunto duly authorized this 7th day of *May* in the year one thousand nine hundred and seventy-one.

SIGNED, SEALED AND DELIVERED in the Presence of:

FIRST NATIONAL STORES INC.

[Signature]

By

[Signature]
Vice President
F.N.S. INC.
MAY 15 1971

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 7

Lyne Then personally appeared the above named *Kerry R. Lyne* Vice President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his capacity, and the free act and deed of said Corporation,

Before me,

[Signature]
Notary Public

My commission expires *April 8, 1977*

FIRST NATIONAL STORES INC.CERTIFICATE OF VOTE

I, Richard L. Kamey, Assistant Clerk of First National Stores Inc., hereby certify that the following is a true copy of a vote unanimously passed by the Executive Committee of the Board of Directors of First National Stores Inc. at a duly called meeting held on September 15, 1969, at which meeting a quorum was present and voting:

"VOTED: That the President, each Vice President, the Treasurer and the Secretary of this Corporation are hereby severally authorized to execute and deliver, under the corporate seal of and in the name and on behalf of this Corporation, and the Secretary and the Assistant Clerk of this Corporation are hereby authorized to join in the execution of or to attest, such deeds, mortgages, assignments or discharges of mortgages, or partial assignments or discharges of mortgages, leases, including net-leases from Westby Realty Inc., a Delaware corporation, and any lease supplements, amendments, terminations, or assignments of lease related thereto, easements, licenses or agreements or options for the purchase, sale, transfer or exchange of real estate or any interest therein, and any and all other documents, or instruments which may be necessary or convenient in connection with the foregoing, all such documents, instruments and agreements to be in such form and to contain such terms and conditions as shall be approved by the officers of this Corporation executing the same, such approval to be evidenced conclusively by such execution."

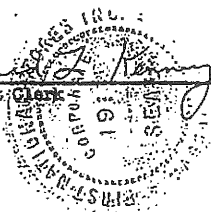
I further certify that Kerry R. Lyne is a Vice President of this Corporation and that no action has been taken to modify, amend or rescind said vote and that the same is now in full force and effect.

A true copy,

ATTEST:

May 7, 1971

Richard L. Kamey
Assistant Clerk



REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE MAY 12 1971
Received at 2:33 P.M. and recorded in
BOOK 3169 PAGE 628 *Walter King* Register

Book 3170

Easement F

7852

Know All Men by These Presents,

That the CITY OF PORTLAND, a body politic and corporate, located

~~XX~~

~~XX~~

in the County of Cumberland and State of Maine

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, Trustees of Northport Realty Trust under declaration of trust dated March 3, 1971, and recorded with the Cumberland County Registry of Deeds

the receipt whereof it does hereby acknowledge, does hereby ~~release~~

~~release~~, bargain, sell and convey and ~~Terrus Quit-Claim~~ unto the said

Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, in their said capacity,

their successors ~~XXXXXX~~ and assigns forever,

All its right, title and interest in and to the following described right-of-way:

Beginning at a point in the northeasterly sideline of Washington Avenue. Said point of beginning being 181.60 feet southeasterly along the said northeasterly sideline of Washington Avenue from its intersection with the southeasterly sideline of Allen Avenue; thence northeasterly, making an included angle of 83° 19' through the north with the northwesterly direction of the said northeasterly sideline of Washington Avenue, a distance of 68.25 feet to a point; thence southeasterly, making a deflection angle to the right of 63° 12', a distance of 244.85 feet to a point; thence again southeasterly, making a deflection angle to the right of 28° 01', a distance of 430.60 feet to a point; thence again southeasterly, making a deflection angle to the left of 17° 30', a distance of 107.40 feet to a point; thence northeasterly, making an included angle of 94° 17' through the north, with the northwesterly direction of the last described course, a distance of 102.00 feet to a point and an intersection with the westerly sideline of a right-of-way taken by the Municipal Officers on June 15, 1953, City of Portland Records, Vol. 71, Page 278.

The above described right-of-way is 20 feet in width in its first course and 30 feet wide in its remaining courses and lies equally on each side of the above described line.

We have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to them the said Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, in their said capacity,

their successors ~~XXXXXXXXX~~ and Assigns forever.

In Witness Whereof, the said CITY OF PORTLAND

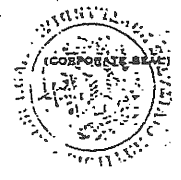
has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John G. DePalma

, its Director of Finance thereunto duly authorized, this 18th day of May in the year one thousand nine hundred and Seventy-one.

Signed, Sealed and Delivered in presence of

Patricia E. Meally

CITY OF PORTLAND
By *John G. DePalma*
Director of Finance



State of Maine, Cumberland ss. May 18 19 71.

Personally appeared the above named JOHN G. DE PALMA

Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Patricia E. Meally
Justice of the Peace
Notary Public

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE, MAY 20 1971
Received at 2 H 7 P.M. and recorded in
BOOK 3170 PAGE 877 to the New Co Register

Easement

Book 3182

Easement G

341

14:72

41-1249

KNOW ALL MEN BY THESE PRESENTS, that Raymond A. Carye of Chelmsford, Middlesex County, Massachusetts, Philip C. Haughey of Newton, Middlesex County, Massachusetts, and Joseph J. Marrone of Lexington, Middlesex County, Massachusetts, as Trustees under Declaration of Trust Establishing Northport Realty Trust dated March 3, 1971 and recorded in the Cumberland County (Maine) Registry of Deeds

XXXXXXXXX in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City of Portland

County of Cumberland and State of Maine, along the route as now staked out, extending in a northeasterly direction from pole #0156 Washington Avenue to pole #1 Grant Line (so called), thence easterly to pole #2, thence northeasterly to pole #3, 4, 5, thence northerly to pole #6. Also the further right to construct, rebuild, operate, maintain and remove underground cables encased in conduit of this Grantor, extending from aforementioned poles where necessary. The aforesaid route is more particularly shown upon the plan attached hereto and made a part hereof. It is agreed that said equipment shall be and remain the property of the Grantees and that the Grantees shall pay all taxes assessed thereon.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location; together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The Grantor shall have the right to pave over said easement. The Grantees, by acceptance of this instrument, agree upon receipt of written notice to them by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving. The Grantees, by acceptance of this instrument, agree to repair any damage caused by it in the exercise of any rights herein given to them.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the rights and easements hereby conveyed, the same shall become the sole property of the remaining company. The agreements of the Grantees herein shall be deemed to be joint and several.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the 20th day of MAY, 1971.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

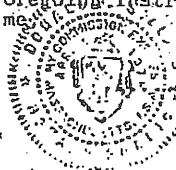
Sharon M. Stewart
Clyde Helbert

Raymond A. Carye Trustee As Aforesaid and not Individually
Joseph J. Marrone

COMMONWEALTH OF MASSACHUSETTS

County of MIDDLESEX MAY 20 1971

Personally appeared the above named Raymond A. Carye and Joseph J. Marrone and acknowledged the foregoing instrument to be their free act and deed, as Trustees, before me



Notary Public

(Seal)

CUMBERLAND, ss.

Received at 9 H - M A M on JUL 27 1971 and recorded in

Book 3182 Page 441 Attest Registrar

125

11930

KNOW ALL MAN BY THESE PRESENTS, that Raymond A. Carye of Chelmsford, Middlesex County, Massachusetts, Philip C. Haughey of Newton, Middlesex County, Massachusetts and Joseph J. Marrone of Lexington, Middlesex County, Massachusetts, as trustees under Declaration of Trust Establishing Northport Realty Trust dated March 3, 1971 and recorded in the Cumberland County (Maine) Registry of Deeds in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City of Portland, County of Cumberland and State of Maine, along the route as now staked out, extending in a northeasterly direction from pole #C156 Washington Avenue to new pole #1 Grant Line, thence underground, southwesterly a distance of about 110' and to include transformer to be mounted on concrete pad of this Grantor, also the further right to place additional poles and underground cables and transformers as in the future may be required on land of this Grantor, location to be agreed upon at that time.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The Grantor shall have the right to revoke said easement. The Grantees, by acceptance of this instrument, agree upon receipt of written notice to them by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating

all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving. The Grantees, by acceptance of this instrument, agree to repair any damage caused by it in the exercise of any rights herein given to them.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the right and easements hereby conveyed, the same shall become the sole property of the remaining company. TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the 12th day of April, 1973.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Henry J. Lutes
Elizabeth A. Lusk
Thomas W. J. ...

Raymond A. Carve } Trustee As
Raymond A. Carve } Aforesaid
Philip C. Haughey } and not
Philip C. Haughey } Individually
Joseph J. Marrone }

COMMONWEALTH OF MASSACHUSETTS
County of ...Middlesex...

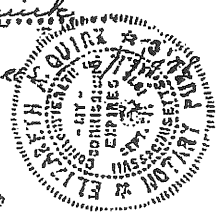
April...12....., 1973

Personally appeared the above named Raymond A. Carve, Philip C. Haughey and Joseph J. Marrone and acknowledged the foregoing instrument to be their free

ACT AND DEED, AS TRUSTEES, before me,

Elizabeth A. Lusk
Notary Public

My Commission Expires



JUN 5 1973
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 9 11 - 44M, and recorded in
BOOK 3406 PAGE 125 *W. Lusk Haughey* Register

Book 3518

Easement

Easement I

3837

11-1 (1731)

KNOW ALL MEN BY THESE PRESENTS, (that Raymond A. Carye of Chelmsford, Middlesex County, Massachusetts, Philip C. Murphy of Newton, Middlesex County, Massachusetts and Joseph J. Marrone of Lexington, Middlesex County, Massachusetts, as trustees under Declaration of Trust Establishing Northport Realty Trust dated March 3, 1971 and recorded in the Cumberland County (Maine) Registry of Deeds) in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City of Portland, County of Cumberland and in the location and State of Maine, along the route/as now staked out, extending in a southwesterly direction from pole #42 Allen Avenue to new pole #42.01, also the further right to place additional poles and underground cables and transformers as in the future may be required on land of this grantor, location to be agreed upon at that time.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgement of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The Grantees, by acceptance of this instrument, agree upon receipt of written notice to them by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating all or any part of this easement to another suitable location on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all

[Handwritten signature]

of the cost and expense of such moving. The Grantees, by acceptance of this instrument, agree to repair any damage caused by it in the exercise of any rights herein given to them. It is understood and agreed that Grantor may landscape and/or*

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the right and easements hereby conveyed, the same shall become the sole property of the remaining company.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the 5th day of Feb. , 1974.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signatures of witnesses]

[Signatures of Raymond A. Carye, Philip C. Haughey, Joseph J. Marrone]
Trustee As
Aforesaid
and not
Individual



COMMONWEALTH OF MASSACHUSETTS
County of Middlesex

February 11, 1974

Personally appeared the above named Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone and acknowledged the foregoing instrument to be their free ACT AND DEED, AS TRUSTEES, before me,

[Signature of Elizabeth A. Zurek]
Notary Public
my Commission Expires . . . 9/1/79



*pave the surface of the area upon which this easement is located and may use said surface for driveways, parking areas and the like.

MAR 11 1974
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 8 E 30 AM, and recorded in
BOOK 3518 PAGE 44 *[Signature]* Register

Book 3582

Easement J

1971

(122)

12

Know all Men by these Presents,

That THE CITY OF PORTLAND, a body politic and corporate, and located in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable considerations,

paid by RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE, as Trustees of Northport Realty Trust under Declaration of Trust dated March 3, 1971, and duly recorded in Cumberland County Registry of Deeds, Book 3168, Page 395, the receipt whereof it does ~~not~~ hereby acknowledge, do hereby remise,

release, bargain, sell and convey, and forever quit-claim unto the said Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, as Trustees of Northport Realty Trust, their successors

~~not~~ and assigns forever,

a certain lot or parcel of land, with any buildings thereon, situated on the southerly side of Allen Avenue in Portland, County of Cumberland, State of Maine, bounded and described as follows:

Starting at a point marking the intersection of the easterly sideline of Washington Avenue and the southerly sideline of Allen Avenue; thence running along the southerly sideline of Allen Avenue North fifty-four degrees, five and one-half minutes East (N 54° 05½' E) four hundred seventy-seven and eighty-two hundredths (477.82) feet to a concrete monument marking the north-easterly corner of the parcel herein conveyed and which concrete monument marks the point of beginning of the premises herein conveyed; thence from said point of beginning running South nine degrees, forty minutes East (S 09° 40' E) three hundred five and sixty-four hundredths (305.64) feet to a point marked by an iron pin, which point marks the most southerly corner of the parcel herein conveyed; thence turning and running in a general north-westerly direction along the northwesterly sideline of the City of Portland one hundred (100)-foot sewer right of way commonly known as the Fall Brook Sewer to a point on the southerly side of Allen Avenue, which point marks the intersection of the northwesterly sideline of said City of Portland one hundred (100)-foot sewer right of way commonly known as the Fall Brook Sewer and the southeasterly sideline of Allen Avenue; thence turning and running North fifty-four degrees, five and one-half minutes East (N 54° 05½' E) along the southeasterly sideline of Allen Avenue to a point marked by a concrete monument, which point marks the point of beginning.

The purpose of this conveyance is to release the above described premises from the City of Portland sewer easement known as the "Fall Brook 100' sewer right of way". Said rights to City of Portland are set forth in an order of the City dated June 15, 1953, filed in records at the City Hall located in Portland, Maine, in Book 71, Page 278.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to them, the said Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, as Trustees of Northport Realty Trust, their successors hereinafter and assigns forever.

In Witness Whereof, the said City of Portland has caused this instrument to be and sealed with its corporate seal and signed in its corporate name by John G. DePalma, its Director of Finance thereunto duly authorized, its Director of Finance thereunto duly authorized, and conveying premises, hereunto set forth, this 18th day of July in the year of our Lord one thousand nine hundred and seventy-four.

Signed, Sealed and Delivered in presence of

Archie M. Medley

CITY OF PORTLAND
By *John G. DePalma*
Director of Finance

State of Maine }
Cumberland } ss.

July 18 1974

Personally appeared the above named John G. DePalma, Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the above instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation.

Before me, *Archie M. Medley*
Justice of the Peace
Notary Public.

AUG 1 1974

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 3:45 P.M. and recorded in
BOOK 3582 PAGE 12

W. H. Hughes

Register

Book 4120

Easement K

Know All Men by These Presents,

23822

That CITY OF PORTLAND, a body politic and corporate,

~~in consideration of certain good and valuable considerations under the laws of the State~~

~~XXX~~ and located at Portland
in the County of Cumberland and State of Maine

in consideration of One Dollar (\$1.00) and other good and valuable considerations

paid by RAYMOND A. CARYE, PHILIP A. HAUGHEY and JOSEPH J. MARRONE, Trustees of Northport Realty Trust under a Declaration of Trust dated March 3, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3168, Page 395

the receipt whereof it does hereby acknowledge, does hereby ~~remit~~
~~release, bargain, sell and convey and forever Quit-Claim~~ unto the said Raymond A. Carye, Philip A. Haughey and Joseph J. Marrone, Trustees of Northport Realty Trust under a Declaration of Trust, their

heirs and assigns forever,
all right, title and interest in, under, and to a portion of the Fall Brook Regulation Sewer right of way, so-called, which portion is bounded and described as follows:

Beginning at a point on the southerly sideline of the Fall Brook Regulation Sewer Right of Way as laid out and accepted by the Municipal Officers on October 5, 1931, City of Portland Records, Volume 57, Page 240 and as shown on a plan numbered 409/9 on file in the office of the Director of Public Works, City Hall, Portland, Maine, said point of beginning being distant 84.11 feet easterly along said southerly sideline of the Fall Brook Regulation Sewer Right of Way from its intersection with the easterly sideline of Washington Avenue; thence N 67° 30' E a distance of 17.33 feet to a point; thence S 22° 30' E a distance of 1.83 feet to a point; thence N 67° 30' E a distance of 18.00 feet to a point; thence S 22° 30' E a distance of 3.11 feet to a point and an intersection with the said southerly sideline of the Fall Brook Regulation Sewer Right of Way; thence S 74° 51' 20" W along the said southerly sideline of the Fall Brook Regulation Sewer Right of Way, a distance of 35.63 feet to the point of beginning.

Said premises are also described as "Detail A" on a Plan entitled "Plan of Property in Portland, Maine Made for Wandward Corp." dated March 17, 1977, and prepared by H. I. & E. C. Jordan Surveyors.

Us have and in hold the same, together with all the privileges and appurtenances thereunto belonging, to them the said Raymond A. Carye, Philip C. Haughey, and Joseph J. Marrono, Trustees under said Northport Realty Trust, their Heirs and Assigns forever.

In Returns Hereof, the said CITY OF PORTLAND

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John G. DePalma, its Director of Finance thereunto duly authorized, this 23rd day of September in the year one thousand nine hundred and Seventy-Seven

Signed, Sealed and Delivered in presence of

David A. Louie

CITY OF PORTLAND

John G. DePalma
By John G. DePalma



State of Maine, Cumberland ss.

Sept. 23 19 77.

Personally appeared the above named John G. DePalma, Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

OCT 25 1977

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 N 46th St, and recorded in

BOOK 4120

PAGE 29

David A. Louie
Justice of the Peace

Margaret L. Cohen Register

Book 5061

Easement L

230

31229
EASEMENT DEED

41-1(3403)

18
X

Northport Realty Trust, having a place of business at 17 Monignor

O'Brien Highway, P.O. Box 207, East Cambridge, in the State of
Massachusetts,

for consideration given, grant to CENTRAL MAINE POWER COMPANY,
a Maine corporation having its principal office at Edison Drive, Augusta, Maine, 04336,

with warranty covenants, the right and easement to erect, bury, maintain, repair, rebuild,
operate and patrol electric transmission, distribution and communication wires and/or
cables, consisting of suitable and sufficient poles with wires strung upon and extending
between the same and/or underground cables buried under the surface, together with all
necessary fixtures and appurtenances, over, across and/or under the surface of my land
in the City of Portland, Cumberland County, Maine, the location of
said wires and/or underground cables to be as follows:

Extending in an easterly direction from pole #43 Allen Avenue,
to proposed pole #43.1.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of
First Nation Stores, Inc., dated May 7, 1971, recorded in the Cumberland
County Registry of Deeds in Book 3169, Page 62B. Together with the right to cut down,
keep trimmed, and eliminate the growth of those trees and branches using formulations
registered by the Environmental Protection Agency, as the Grantee believes may
interfere with the operation and maintenance of its wires and/or cables; the right to
keep the surface of the ground above said underground cables and other electrical
equipment free from structures and growth which, in the judgement of the Grantee, would
interfere with or endanger the proper operation or maintenance of said underground
cables; and the right to enter upon the Grantor's premises for any and all of the
foregoing purposes.

By their acceptance of the foregoing grant and easement, the Grantees, for themselves
and their respective successors and assigns, agree:

1. The Grantor and persons claiming by, through, and under it, shall have the
right to use the surface of said easement for parking of automobiles, roadways,
walkways, and like purposes.
2. In connection with the exercise of the rights granted hereunder, and the
digging up or other excavation of any portion of Grantor's premises, the
Grantees shall promptly restore the surface substantially to the same
condition it was in prior to its being disturbed.
3. This conveyance is made subject to all agreements, restrictions, and
encumbrances insofar as the same are now in force and applicable.

In the event that said Grantees, their successors and assigns no longer provide
services by means of said line, this easement shall automatically terminate.

Northport Realty Trust has caused this instrument to be signed and sealed by Raymond A. Caryo, Trustee for Northport Realty Trust.

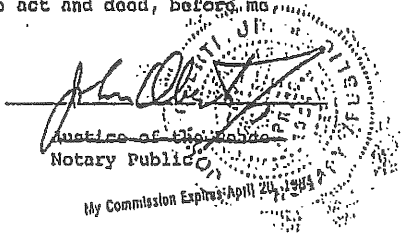
WITNESS his hand and seal this 9th day of July, 19 82.

Signed, Sealed and Delivered in the presence of

Northport Realty Trust
Raymond Caryo
It's TRUSTEE

COMMONWEALTH OF MASSACHUSETTS Middlesex ss. July 9, 19 82.

Personally appeared the above-named Raymond A. Caryo and acknowledged this instrument to be his free act and deed, before me



NOV 9 1982

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 8:30 AM, and recorded in
BOOK 5061 PAGE 230 Edward J. ... Register

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Form with fields for Debtor(s), Secured Party(ies), Filing Office, and Signatures. Includes stamp: FILE #8275 BK. 5061 PG. 231

1199 REV. 7/85

065017 EASEMENT DEED

BK 7498 PG 0237 41-5514

Northport Realty Trust, having a place of business located

at 17 Monsignor O'Brien Highway

of Cambridge Middlesex County, Massachusetts

for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04336, and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New

York corporation, having a place of business located at 185 Franklin Street, Boston, MA 02107

and their respective successors and assigns, with warranty covenants, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient poles with wires strung upon and extending between the same and/or underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the City of Portland Cumberland County, Maine, the location of said wires and/or underground cables to be as follows:

Extending an underground primary line from existing CMP Co. pole #2 Grant Line in a northwesterly direction a distance of one hundred feet (100') more or less to proposed new padmount transformer #2.1.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of Firar National Stores, Inc. dated May 7, 1971, recorded in the Cumberland County, Maine, County Registry of Deeds in Book 3169, Page 628. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within 10 feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

Northport Realty Trust has caused this instrument to be signed and sealed in its name by Raymond A. Carye, its trustee, hereunto duly authorized, his hand(s) and seal(s) this 22 day of September, 1986

Signed, Sealed and Delivered in the presence of

Northport Realty Trust

[Signature]

by: [Signature] Raymond A. Carye

Its Trustee

STATE OF MAINE ss Raymond A. Carye, Its Trustee 1986

Personally appeared the above-named and acknowledged this instrument to be his free act and deed, before me, [Signature]

NAME: [Signature] JUSTICE OF THE PEACE NOTARY PUBLIC

MICHAEL J. JORDAN, Notary Public Cumberland County, Maine My Commission Expires September 7, 1990

RECEIVED RECORDED REGISTRY OF DEEDS 1986 MAY 25 AM 9:50 CUMBERLAND COUNTY James J. Walsh

SEAL

030438

44-4(8847)

EASEMENT DEED

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 in the Cumberland County Registry of Deeds in Book 7498, Page 237, as amended, having a place of business located in the City of Portland, Cumberland County, Maine, for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04336, and its successors and assigns, with WARRANTY COVENANTS, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient poles with wires strung upon and extending between the same and/or underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the City of Portland, Cumberland County, Maine, the location of said wires and/or underground cables to be follows:

030438

Overhead lines extending from existing old pole #6 1/2 (to be renumbered to become pole #7) Grant Line a distance of one hundred and twenty feet (120') more or less to proposed pole #7.1, thence in a southerly direction a distance of one hundred and fifty feet (150') more or less to a proposed pole #7.01, thence extending from pole #7.1 in a northerly direction a distance of one hundred and ten feet (110') more or less to proposed pole #7.2, thence in a westerly direction a distance of one hundred and twenty-five feet (125') more or less to proposed pole #7.3, continuing a distance of one hundred and thirty-five feet (135') more or less to proposed pole #7.4.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of First National Stores, Inc., dated May 7, 1971, recorded in the Cumberland County Registry of Deeds in Book 3169, Page 628. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within ten (10) feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The easement granted hereby extends and relocates a portion of the pole line easement granted by the Grantor to the Grantee by easement deed dated May 20, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3182, Page 441.

By its acceptance of the foregoing grant and easement, the Grantee, for itself and its successors and assigns, agrees:

1. The Grantor and persons claiming by, through, and under it, shall have the right to pave over said easement and to use the surface of said easement for parking of automobiles, roadways, walkways, and like purposes.
2. In connection with the exercise of the rights granted hereunder, and the digging up or other excavation of any portion of Grantor's premises, the Grantee shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed.
3. This conveyance is made subject to all agreements, restrictions, and encumbrances insofar as the same are now in force and applicable.
4. Upon receipt of written notice to the Grantee by the Grantor, its successors or assigns, within 180 days thereafter the Grantee shall commence relocating all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving.

In the event that said Grantee, its successors and assigns no longer provide services by means of said line, this easement shall automatically terminate.

The Northport Realty Trust has caused this instrument to be signed and sealed in its name by two of its Trustees, hereunto duly authorized.

WITNESS their hands and seals this 14th day of December 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]

Stephen Seneca

NORTHPORT REALTY TRUST

By: [Signature]
Raymond A. Carye, as Trustee
and not individually

By: [Signature]
Barbara F. Carye, as Trustee
and not individually

OK 0352760295

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.

December 14, 1987

Personally appeared the above-named Raymond A. Carye, Trustee of Northport Realty Trust, and acknowledged this instrument to be his free act and deed as Trustee.

Before me,

MICHAEL J. JORDAN, Notary Public
Suffolk County, Massachusetts
My Commission Expires September 7, 1990

Michael J. Jordan
Notary Public
Attorney at Law

SEAL

RECORDED
1988 JUN 29 AM 8:38
COURT HOUSE CITY
James [Signature]

BK 8352 PG 0296

030439

44-5843 3

EASEMENT DEED

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 in the Cumberland County Registry of Deeds in Book 7498, Page 237, as amended, having a place of business located in the City of Portland, Cumberland County, Maine, for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04336, and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, having a place of business located at 185 Franklin Street, Boston, MA 02107, and their respective successors and assigns, with WARRANTY COVENANTS, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the City of Portland, Cumberland County, Maine, the location of said wires and/or underground cables to be follows:

Buried cables extending from new pole #0159 Washington Avenue in an easterly direction a distance of two hundred and forty feet (240') more or less to proposed hand hole #0159.1, thence northwesterly ninety feet (90') more or less to proposed padmount transformer #0159.2.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of First National Stores, Inc., dated May 7, 1971, recorded in the Cumberland County Registry of Deeds in Book 3169, Page 628. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within ten (10) feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

By their acceptance of the foregoing grant and easement, the Grantees, for themselves and their respective successors and assigns, agree:

1. The Grantor and persons claiming by, through, and under it, shall have the right to pave over said easement and to use the surface of said easement for parking of automobiles, roadways, walkways, and like purposes.

41.5813

2. In connection with the exercise of the rights granted hereunder, and the digging up or other excavation of any portion of Grantor's premises, the Grantees shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed.
3. This conveyance is made subject to all agreements, restrictions, and encumbrances insofar as the same are now in force and applicable.
4. Upon receipt of written notice to the Grantee by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving.

828352701297

In the event that said Grantees, their successors and assigns no longer provide services by means of said line, this easement shall automatically terminate.

The Northport Realty Trust has caused this instrument to be signed and sealed in its name by two of its Trustees, hereunto duly authorized.

WITNESS their hands and seals this 11th day of December, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Maia A. Nagle

Barbara F. Carye

NORTHPORT REALTY TRUST

By: Raymond A. Carye
Raymond A. Carye, as Trustee
and not individually

By: Barbara F. Carye
Barbara F. Carye, as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.

December 11th, 1987

Personally appeared the above-named Raymond A. Carye, Trustee of Northport Realty Trust, and acknowledged this instrument to be his free act and deed as Trustee.

Before me,

SEAL

MICHAEL J. JORDAN, Notary Public
Bullock County, Massachusetts
My Commission Expires September 7, 1990

Michael J. Jordan
Notary Public
Attorney at Law RECORDS DEPARTMENT OF REVENUE

-2-

1988 JUN 29 AM 8:38

COMMISSIONER OF REVENUE
James S. Walsh

047754

BK 9337 PG 0045



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333
DEPARTMENT ORDER

registry

IN THE MATTER OF

NORTHPORT REALTY TRUST) SITE LOCATION OF DEVELOPMENT
Portland, Maine)
NORTHPORT BUSINESS PARK) MINOR MODIFICATION
L-131-26-C-M (APPROVAL)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of Title 38 M.R.S.A. Section 481 et seq., the Department of Environmental Protection has considered the application of NORTHPORT REALTY TRUST with its supportive data, staff summary, agency review comments, and other related materials on file and finds the following facts:

1. In Department Order #L-000131-26-A-N, dated February 19, 1971, the Department approved the development of an 18-acre shopping center at the corner of Allen and Washington Avenues in the town of Portland. The shopping center has been converted to primarily a business park.
2. The applicant requests approval, after-the-fact, for the modification of a single story building in NORTHPORT BUSINESS PARK by constructing small additions to the building increasing the size from 2,250 square feet to 4,095 square feet, thus increasing the total floor area of the project from approximately 229,837 square feet to approximately 231,682 square feet. The additions are located on previously paved area so that there has been no increase in impervious surface. This building is identified as "Parkers" on the plan entitled "Northport Realty Trust, Land Title Survey" last revised March 30, 1990.
3. All other findings of fact, conclusions and conditions relevant to the financial capacity, traffic movement, adverse environmental effects, soils, and roads remain unchanged, and in effect, as approved under Department Order #L-00013126-A-N.

BASED on the above findings of fact, the Department makes the following conclusions in relation to the proposed modification pursuant to 38 M.R.S.A. Section 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for traffic movement of all types into, out of or within the development area. Any traffic increase attributable to the proposed development will not result in unreasonable congestion or unsafe conditions on a road in the vicinity of the proposed development.

NORTHPORT REALTY TRUST
Portland, Maine
NORTHPORT BUSINESS PARK
L-131-26-C-M (APPROVAL)

2 SITE LOCATION OF DEVELOPMENT
)
) MINOR MODIFICATION
) FINDINGS OF FACT AND ORDER

C. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in Portland or in neighboring municipalities.

D. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal, roadways and open space required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities, roadways and open space in Portland or the area served by those services or open space.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

H. The activity is not located on or adjacent to a sand dune system.

THEREFORE, the Department APPROVES WITH THE ATTACHED CONDITIONS the application of NORTHPORT REALTY TRUST to modify after-the-fact NORTHPORT BUSINESS PARK in Portland, Maine, in accordance with the following conditions:

- 1. The Standard Conditions of Approval, a copy of which is attached.

DONE AND DATED AT AUGUSTA, MAINE, THIS 13th DAY OF September, 1990.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

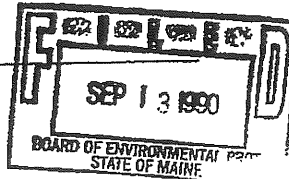
BY: Dean C. Marriott
DEAN C. MARRIOTT, COMMISSIONER

PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date Of Initial Receipt of Application 9-8-90
Date Of Application Acceptance 9-27-90

Date filed with Board of Environmental Protection
NB/NOTED

ATTEST: Debrah Richard
Debrah Richard, Director
Bureau of Land Quality Control



STANDARD CONDITIONS

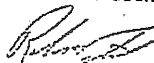
STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.

1. This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents is subject to the review and approval of the Board prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited, without prior approval by the Board of Environmental Protection, and the applicant shall include deed restrictions to this effect.
2. The applicant shall secure and comply with all applicable Federal, State and local licenses, permits, authorizations, conditions, agreements, and orders, prior to or during construction and operation as appropriate.
3. The applicant shall submit all reports and information requested by the Board or Department demonstrating that the applicant has complied or will comply with all conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
5. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
6. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. Reapplications for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of a new approval, if granted. Reapplications for approval may include information submitted in the initial application by reference.
7. If the approved development is not completed within five years from the date of the granting of approval, the Board may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the five-year period.
8. A copy of this approval must be included in or attached to all contract bid specifications for the development.
9. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)

Revised November 1, 1979

RECEIVED
RECORDS & REVENUE DIVISION
1990 OCT -1 AM 10:37
CUMBERLAND COUNTY



NOTICE OF LAYOUT AND TAKING

The State of Maine by its Department of Transportation does hereby give notice to all whom it may concern:

That the Department of Transportation in accordance with the authority of Title 23 M.R.S.A. Section 651, has determined that public exigency requires the altering, widening, changing the grade, changing the drainage, layout and establishing of a portion of State Highway "15" in the City of Portland, County of Cumberland.

That the Department of Transportation, in accordance with Title 23 M.R.S.A. Sections 701 and 651, has laid out the location of a portion of State Highway "15" in the said City of Portland.

That the Department of Transportation, in accordance with Title 23 M.R.S.A. Sections 651 and 151 to 159, has determined that public exigency requires the taking of all land, buildings and rights in land within or adjacent to the boundary lines as herein set forth and described and as shown on a Right-of-Way Map, State Highway "15", City of Portland, Federal Aid Project No. STP-7541(00)X, (PIN 007541.00), dated January 2003 on file in the Office of the Department of Transportation, (D.O.T. File No. 3-489) and to be recorded in the Registry of Deeds of Cumberland County, a print of which is on file in the office of the County Commissioners of Cumberland County.

DESCRIPTION OF FEE TAKING

All land, buildings, and rights in land within the following described boundaries, which are located with respect to the following described Base Lines, are taken in fee simple:

Base Line DescriptionsState Highway "15" (Washington Avenue) Base Line

Beginning at a point in the present traveled way of State Highway "15" (Washington Avenue) at its intersection with Maplewood Street and designated as Sta. 10+075.000;

Thence N. 32°01'43.8" W. two hundred forty-seven and two hundred thirty-eight thousandths (237.238) meters to P.C. Sta. 10+322.238;

Thence northwesterly by a one hundred fifty (150) meter radius curve to the right, fifty-nine and one hundred seventy-three thousandths (59.173) meters to P.T. Sta. 10+381.411 at a point in the present traveled way of State Highway "15".

Allen Avenue (Route 100) Base Line

Beginning at a point in the present traveled way of Allen Avenue (Route 100), said point being about thirty-eight (38) meters (125± feet) southwesterly of its intersection with State Highway "15" (Washington Avenue) and designated as Sta. 20+040.000;

Thence N. 32°13'30.4" E. and passing through Sta. 20+078.542, which point equals Sta. 10+260.501 on the State Highway "15" (Washington Avenue) Base Line to P.I. Sta. 20+079.935;

Thence N. 37°05'16.4" E. forty and sixty-five thousandths (40.065) meters to Sta. 20+120.000 at a point in the present traveled way of Allen Avenue.

Boundary Line Descriptions

Southwesterly Boundary Line

Beginning on the State Highway "15" (Washington Avenue) Base Line at Sta. 10+125.0;

Thence southwesterly along a line at right angles to the Base Line about ten and two tenths (10.2) meters (33± feet) to a point in the present southwesterly line of State Highway "15";

Thence northwesterly along the present southwesterly line of State Highway "15" about one hundred ten and no tenths (110.0) meters (361± feet) to a point on a line at right angles to the Base Line at Sta. 10+225.0;

Thence northwesterly by a direct course about ten and four tenths (10.4) meters (34± feet) to a point in the present southeasterly line of Allen Avenue (Route 100), said point being about nine and four tenths (9.4) meters (31± feet) southeasterly from and as measured along a line at right angles to the Allen Avenue Base Line at Sta. 20+053.0;

Thence northwesterly along said right angle line to the Allen Avenue Base Line;

Thence N. 32°13'30.4" E. along the Allen Avenue Base Line about nine and eight tenths (9.8) meters (32± feet) to about Sta. 20+062.8;

Thence northwesterly along a line at right angles to the Allen Avenue Base Line about ten and four tenths (10.4) meters (34± feet) to a point in the present northwesterly line of Allen Avenue;

Thence northerly and northwesterly along a curved line having a radius of seventeen and six hundred ninety-five thousandths (17.695) meters (58.06 feet) to a point twelve and three hundred sixty thousandths (12.360) meters (40.55

feet) southwesterly from and as measured along a line at right angles to the State Highway "15" (Washington Avenue) Base Line at Sta. 10+276.639;

Thence N. $32^{\circ}01'43.8''$ W ten and five hundred twenty thousandths (10.520) meters (34.51 feet) to a point twelve and three hundred sixty thousandths (12.360) meters (40.55 feet) southwesterly from and as measured along a line at right angles to the State Highway "15" Base Line at Sta. 10+287.159;

Thence northeasterly along said right angle line about three tenths (0.3) meters (1± foot) to a point in the present southeasterly line of State Highway "15";

Thence northwesterly along the present southwesterly line of State Highway "15", about forty-seven and six tenths (47.6) meters (156± feet) to the point of intersection with the present southeasterly line of Cypress Street, said point being about thirteen and six tenths (13.6) meters (45± feet) southwesterly from and as measured along a line normal to the State Highway "15" Base Line at about Sta. 10+333.8;

Thence northeasterly along said normal line to the Base Line;

Thence northwesterly along the Base Line about seventeen and eight tenths (17.8) meters (58± feet) to about Sta. 10+356.6 at the northerly end of the Northeasterly Boundary Line to be hereinafter described.

Northeasterly Boundary Line

Beginning on the State Highway "15" (Washington Avenue) Base Line at Sta. 10+125.0;

Thence northeasterly along a line at right angles to the Base Line about ten and no tenths (10.0) meters (33± feet) to a point in the present northeasterly line of State Highway "15";

Thence northwesterly by a direct course about twenty and four tenths (20.4) meters (67± feet) to a point thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the Base Line at Sta. 10+145.0;

Thence N. $32^{\circ}01'43.8''$ W. about seventy-two and no tenths (72.0) meters (236± feet) to a point in the present northwesterly line of land now or formerly of Rite Aid of Maine, Inc., and the present southeasterly line land now or formerly of Amato's Enterprises, Inc., said point being thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the Base Line at about Sta. 10+217.0;

Thence southwesterly along the present northwesterly line of land of said Rite Aid of Maine, Inc., and along the present southeasterly line of land of said Amato's Enterprises, Inc., about one and two tenths (1.2) meters (4± feet) to a point in the present northeasterly line of State Highway "15", said point being on a line at right angles to the Base Line at about Sta. 10+216.8;

Thence northerly and northeasterly along the present northeasterly line of State Highway "15", and along the present southeasterly line of Allen Avenue, about forty-eight and two tenths (48.2) meters (158± feet) to a point in the present southeasterly line of Allen Avenue, said point being on a line at right angles to the Allen Avenue Base Line at Sta. 20+101.6;

Thence northwesterly along said right angle line about ten and two tenths (10.2) meters (33± feet) to the Allen Avenue Base Line;

Thence N. 37°05'16.4" E. along the Allen Avenue Base Line one and four hundred thousandths (1.400) meters (4.59 feet) to Sta. 20+103.0;

Thence northwesterly along a line at right angles to the Allen Avenue Base Line about ten and no tenths (10.0) meters (33± feet) to a point in the present northwesterly line of Allen Avenue;

Thence westerly by a direct course about six and four tenths (6.4) meters (21± feet) to a point thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the State Highway "15" (Washington Avenue) Base Line at Sta. 10+282.0;

Thence N. 32°01'43.8" W. forty and two hundred thirty-eight thousandths (40.238) meters (132.01 feet) to a point thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the State Highway "15" Base Line at P.C. Sta. 10+322.238;

Thence northwesterly along a curved line thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and concentric with the Base Line, about thirty-one and four tenths (31.4) meters (103± feet) to a point in the present northwesterly line of land now or formerly of the Mobil Oil Corporation, and the present southeasterly line of land now or formerly of Shaw's Realty Co., said point being on a line normal to the Base Line at about Sta. 10+356.8;

Thence southwesterly along the present northwesterly line of land of said Mobil Oil Corporation, and along the present southeasterly line of land of said Shaw's Realty Co., about four tenths (0.4) meters (1± foot) to a point in the present northeasterly line of State Highway "15", said point being on a line normal to the Base Line at about Sta. 10+356.6;

Thence southwesterly along said normal line about thirteen and four tenths (13.4) meters (44± feet) to the Base Line at the northerly end of the Southwesterly Boundary Line hereinbefore described.

EXCEPTIONS AND RESERVATIONS

There is excepted and reserved from the before described taking in fee simple:

All existing utility company rights-of-way and/or easements, however acquired, and located within the aforescribed boundaries, EXCEPTING any that may be specifically set forth in the hereinafter INFORMATIVE SUMMARY:

DESCRIPTION OF EASEMENT TAKING

The following described rights of easement in land are taken at the locations, in the manner, to the extent specified and as shown on the right-of-way map hereinbefore mentioned:

SIGNAL SYSTEM EASEMENT

The perpetual right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to install and maintain a traffic signal system to include poles, pole bases, guys, control boxes, aerial and underground wires or cables, traffic loops and all other fixtures appurtenant to said system, within the limits defined by the "Signal System Limit Line" as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location
7	Amato's Enterprises, Inc.	Sta. 10+244.0 to Sta. 10+247.0 Rt. Sta. 10+252.0 to Sta. 10+255.0 Rt.

TEMPORARY WORK RIGHTS

The right for the duration of the period of construction of Project STP-7541(00)X as determined by the date of completion-of-work according to the records of the Department of Transportation, to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to construct and install all paving, curbing, islands, catch basin, and related grading and excavation within the limits defined by the "Temporary Work Limits" as shown on the beforementioned right-of-way map:

Item	Apparent Owner	Location, Lt./Rt.
9	Mobil Oil Corporation	Sta. 20+105.0 Lt. (Allen Avenue) to Sta. 10+350.0 Rt. (S.H. "15")

TEMPORARY CONSTRUCTION EASEMENT

The right for the duration of the period of construction to be determined by the date of completion of work according to the records of the Department of Transportation, to enter upon land outside of and adjoining the boundary lines hereinbefore described to perform all work as called for herein and as shown on the project construction plans, within the limits defined as "Temporary Construction Easement Limits" as shown on the beforementioned right-of-way map.

This may include, but is not limited to, necessary excavating, placing of fill material, curbing, loaming, seeding, paving, installation of structures, removing of trees, shrubs, etc. and other necessary incidental work in grading the said adjoining land to conform to the project construction.

Item	Apparent Owner	Location: Lt./Rt.
10	Frederick A. Witt Colleen R. Witt	Sta. 10+304.0 to Sta. 10+333.8 Lt.
11	Raymond A. Carye Barbara F. Carye Edward F. Carye Trustees of the Northport Realty Trust	Sta. 10+078.0 to Sta. 10+086.8 Rt.

TEMPORARY GRADING RIGHTS

The right for the duration of the period of construction to be determined by the date of completion of work according to the records of the Department of Transportation to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to grade the said adjoining land (to include any necessary clearing, excavating, placing of fill material, loaming, seeding, paving and other necessary incidental work) to conform to the adjacent highway construction within the limits defined by the "Grading Limits" as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location
1	Portland Regional Federal Credit Union	Sta. 10+110.0 to Sta. 10+131.8 Rt.
3	Michael S. Orr	Sta. 10+131.8 to Sta. 10+165.6 Rt.
4	Tsan Chau	Sta. 10+165.6 to Sta. 10+198.6 Rt.
5	Edward Wolak	Sta. 10+190.0 to Sta. 10+205.0 Lt. Sta. 10+220.0 to Sta. 10+227.0 Lt.

Item	Apparent Owner	Location
6	Rite Aid of Maine, Inc.	Sta. 10+198.6 to Sta. 10+217.0 Rt.
7	Amato's Enterprises, Inc.	Sta. 10+217.0 Rt. (State Highway "15") to Sta. 20+101.6 Rt. (Allen Avenue)
8	Robert A. Lockard	Sta. 20+060.0 Lt. (Allen Avenue) to Sta. 10+304.2 Lt. (State Highway "15")

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the hereinbefore described boundaries, as shown on the beforementioned right-of-way map:

Parcel No. Item No.	Apparent Owner	Area	Slopes	Drainage	Grading Rights	Other Rights, Misc. & Bldgs.
1	Portland Regional Federal Credit Union	47± Sq. Ft.	None	None	Yes	None
3	Michael S. Orr	1133± Sq. Ft.	None	None	Yes	None
4	Tsan Chau	1124± Sq. Ft.	None	None	Yes	None
5	Edward Wolak	293± Sq. Ft.	None	None	Yes	None
6	Rite Aid of Maine, Inc.	292± Sq. Ft.	None	None	Yes	None
7	Amato's Enterprises, Inc.	None	None	None	Yes	Signal System Ease.
8	Robert A. Lockard	96± Sq. Ft.	None	None	Yes	None

Parcel No. Item No.	Apparent Owner	Area	Slopes	Drainage	Grading Rights	Other Rights, Misc. & Bldgs.
9	Mobil Oil Corporation	1720± Sq. Ft.	None	None	None	Temp. Work Rights
10	Frederick A. Witt Colleen R. Witt	None	None	None	None	Temp. Const. Ease.
11	Raymond A. Carye Barbara F. Carye Edward F. Carye Trustees of the Northport Realty Trust	None	None	None	None	Temp. Const. Ease.

PORTLAND
STP-7541(00)X
PIN: 007541.00

The Department of Transportation directs that this Notice of Layout and Taking be recorded in the Registry of Deeds of Cumberland County and filed with the City Clerk of the City of Portland and with the County Commissioners of Cumberland County and published in the "Portland Press Herald", a newspaper published in the County where said highway is located; and also directs that a copy of the Right-of-Way Map be filed with the County Commissioners of said County and also that Notice be sent by Certified Mail to any Owners and Mortgagees of Record.

Dated at Augusta, Maine

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

July 16, 2003
Dated

[Signature]
David A. Cole, Commissioner

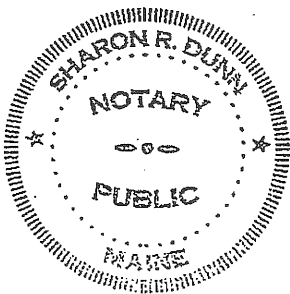
STATE OF MAINE
COUNTY OF KENNEBEC .ss. Dated: July 16, 2003

Personally appeared the above named David A. Cole, Commissioner, Department of Transportation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me, [Signature]
Notary Public

My Commission Expires: 12/1/04

State



Received
Recorded Register of Deeds
Aug 19, 2003 09:38:50A
Cumberland County
John B. O'Brien

Appendix C

Proposed Deeds with Easements or Other Burdens

SHORT FORM QUITCLAIM DEED
WITH COVENANT
(Unit 15)

L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033 ("L. L. Bean"), WGME, INC., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030 ("WGME"), MARTIN'S POINT HEALTH CARE, INC., a Maine nonprofit corporation with a mailing address of P.O. Box 9746, Portland, ME 04112 ("Martin's Point"), NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 ("Northport Upham"), 1321 ASSOCIATES, LLC, a Maine limited liability company with a mailing address of 1976 Washington Avenue, Portland, ME 04103 ("1321 Associates" and with L. L. Bean, WGME, Martin's Point and Northport Upham, the "Unit Owners") and NORTHPORT CONDOMINIUM ASSOCIATION, a Maine nonprofit corporation with a mailing address of _____ (with Unit Owners, the "Grantors"), FOR CONSIDERATION PAID, grant to 1321ASSOCIATES, LLC, a Maine limited liability company with a mailing address of _____, Portland, ME 04112 ("Grantee"), WITH QUITCLAIM COVENANTS, the following described real property located in the City of Portland, County of Cumberland and State of Maine:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, each of the Undersigned has caused this instrument to be executed by its duly authorized officer or manager as of the _____ day of _____, 2013.

WITNESS:

L. L. BEAN, INC.

By: _____
Christopher J. McCormick
Chief Executive Officer

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Christopher J. McCormick, Chief Executive Officer of L. L. BEAN, INC. and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____
My commission expires: _____

WGME, INC.

By: _____

STATE OF MARYLAND
Hartford County, ss.

_____, 2013

On this day before me, the undersigned officer, personally appeared _____
_____, _____ of WGME, INC., a Maryland corporation, and
acknowledged on behalf of the corporation that he/she, as an officer of the corporation, being
authorized to do so, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself/herself in such capacity.

In witness whereof I hereunto set my hand and official seal.

Notary Public

Print Name: _____
My commission expires: _____

MARTIN'S POINT HEALTH CARE, INC.

By: _____

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of MARTIN'S POINT HEALTH CARE, INC. and acknowledged the
foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said
corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT UPHAM LLC

By: _____

Joseph L. Soley
Manager

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Joseph L. Soley, Manager of
NORTHPORT UPHAM LLC and acknowledged the foregoing to be his free act and deed in his
said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

1321 ASSOCIATES, LLC

By: _____

Manager

STATE OF MAINE

Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
Manager of 1321 ASSOCIATES, LLC and acknowledged the foregoing to be his/her free act
and deed in his/her said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT CONDOMINIUM
ASSOCIATION

By: _____

STATE OF MAINE

Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of NORTHPORT CONDOMINIUM ASSOCIATION and
acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free
act and deed of said Association.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT A

A certain lot or parcel of land situated northeasterly of Washington Avenue in the City of Portland, County of Cumberland and State of Maine shown on the Second Amended Condominium Plat of: Northport Business Park for Northport Upham, LLC by Sebago Technics, Inc. (Project Number 05258) dated June 27, 2012 and last revised _____, 2013, as Proposed Unit 15 Parcel, recorded or to be recorded in the Cumberland County Registry of Deeds (the "Plat"), being more particularly bounded and described as follows:

Beginning at a point on the northeasterly sideline of Washington Avenue at the northwesterly corner of land now or formerly of the North Deering Alliance Church said point being located N 50°-09'-49" E, 0.26' from a 1" iron pipe;

Thence N 31°-57'-52" W, along the easterly sideline of Washington Avenue, a distance of 234.34 feet;

Thence N 59°-10'-03" E, along remaining land of the Northport Business Park Condominium, a distance of 35.37 feet;

Thence N 33°-41'-50" W, along remaining land of the Northport Business Park Condominium, a distance of 27.30 feet;

Thence N 57°-54'-13" E, along remaining land of the Northport Business Park Condominium, a distance of 166.00 feet;

Thence S 36°-45'-25" E, along remaining land of the Northport Business Park Condominium, a distance of 231.72 feet to land of the North Deering Alliance Church;

Thence S 50°-09'-49" W, along land of the North Deering Alliance Church, a distance of 221.99 feet to the Point of Beginning.

Meaning and intending to describe all of the property surrounding the Unit 15 building within the above described metes and bounds area.

The land of Northport Business Park Condominium being the land shown and described on the Plan.

**Continuation of
EXHIBIT A TO QUITCLAIM DEED
WITH COVENANT
(Unit 15)**

GRANT AND ASSIGNMENT OF EASEMENTS AND RIGHTS

Together with:

1. Permanent and non-exclusive ingress, egress and access easements in the remaining land of the Northport Business Park Condominium (“Access Easements”) to and from the Premises
 - (a) over and across (i) those portions of the driveway adjacent to Washington Avenue described and defined as the L.L. Bean Washington Avenue Driveway in the Reciprocal Easement and Restrictions Agreement dated January 3, 2006 recorded in the Cumberland County Registry of Deeds in Book 23553, Page 66 (the “Agreement”) and (ii) the portion of the driveway adjacent to Allen Avenue described and defined in the Agreement as the Allen Avenue Driveway not included in the real estate conveyed by Grantors to Northport Upham LLC by deed of even date herewith recorded or to be recorded in said registry of deeds (respectively the “Northport Upham Lot” and the “Northport Upham Deed”), the L.L. Bean Washington Avenue Driveway together with the portion of the driveway described and defined in the Agreement and referred to below as the Northport Washington Avenue Driveway being defined in the Agreement as the Washington Avenue Driveway;
 - (b) the areas within the southerly extension of the Allen Avenue Driveway, maintaining a width of 36.29 feet between the westerly and easterly lines of the extension, to the southerly boundary of the remaining land of the Northport Business Park Condominium which are not included in the Northport Upham Lot and which are not now parking spaces or occupied by other improvements as shown on the Plat;
 - (c) the areas within the easterly extension of the Washington Avenue Driveway, maintaining a width of 58.18 feet between the northerly and southerly lines of the extension, to the easterly line of the extension of the Allen Avenue Driveway;
 - (d) the portion of the driveway from Washington Avenue south of the Unit 15 Professional Building shown on the Plat and its extension to the easterly line of the extension of the Allen Avenue Driveway not included in the Premises; and

- (e) so long as not occupied by parking spaces or other improvements, the areas of other portions of the remaining land of the Northport Business Park Condominium lying westerly of the westerly line of the extension of the Allen Avenue Driveway which are now paved not included in;

all of the foregoing being referred to as the "Access Easements Areas".

2. Permanent and non-exclusive sign easements (with electronic conduits) in areas located on the median strips of the Washington Avenue Driveway and the Allen Avenue Driveway to list the address and occupants of buildings on the Premises.

3. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Access Easements Areas and permanent, non-exclusive utility and storm drainage easements to, in, through and under such other portions of the remaining land of the Northport Business Park Condominium as now include utilities and drainage areas serving the Premises, which are not easements granted to public or quasi-public authorities, for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now or in the future existing that serve or will serve the Premises and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation Grantee shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by Grantee pursuant to the easement described in the preceding sentence shall be at its sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee.

4. Assignment of the permanent and non-exclusive ingress, egress and access easement and utility and storm drainage easement in the Northport Washington Avenue Driveway granted in the Agreement and of the utility easement granted in the Agreement referred to therein as "Reserved 20' Wide Utility Easement for the benefit of the land of the Northport Business Park Condominium (referred to in the Agreement as the L.L. Bean Property)", in common with the other Unit Owners.

5. Permanent and non-exclusive easement for parking in the seventeen parking spaces adjacent to the easterly boundary of the Premises as shown on the Plat (the "17 Parking Spaces") in common with the other Unit Owners other than Northport Upham.

Subject to:

1. Terms, conditions, restrictions and obligations of all permits and licenses issued by federal, state and local agencies having jurisdictions over the premises.

2. Such state of facts, including but not limited to the notes, as set forth on the "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen

Haskell, Inc., dated December 12, 2005 which was recorded with the Cumberland County Registry of Deeds at Plan Book 205, Page 801 (the "Final Subdivision Plan Amendment 4").

3. Rights of others in and to the use of easements in the portions of the remaining land of the Northport Business Park Condominium in which easements are granted herein under the Agreement and the Amendment to Reciprocal Easement and Restrictions Agreement dated January 1, 2007 recorded in the Cumberland County Registry of Deeds in Book 24781, Page 174 and the Northport Upham Deed the terms and conditions relative to the use thereof; provided that Grantors, other than Grantee and Northport Upham, shall indemnify, defend and hold harmless Grantee, its successors and assigns, from any claim, liability, cost or expense under the Agreement, as amended.

4. Easements to Central Maine Power Company and New England Telephone and Telegraph Company, recorded in the Cumberland County Registry of Deeds.

RESERVATIONS

Reserving for the benefit of the Unit Owners, their successors and assigns, other than the Grantee, its successors and assigns:

1. Permanent and non-exclusive ingress, egress and access easements ("Retained Access Easements") over and across (a) the portions of the driveway from Washington Avenue south of the Unit 15 Professional Building shown on the Plat and its extension toward to the easterly line of the extension of the Allen Avenue Driveway included in the Premises and (b) paved areas along the easterly boundary of the Premises not occupied by parking spaces as shown on the Plat to allow access to the 17 Parking Spaces ("Retained Access Easements Areas").

2. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Premises that now include utilities and drainage areas serving portions of the land of the Northport Business Park Condominium other than or in addition to the Premises for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now existing or in the future existing that serve or will serve portions of the land of the Northport Business Park Condominium and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation the benefitted Grantors shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by the benefitted Grantors pursuant to the easement described in the preceding sentence shall be at their sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee, not to be unreasonably withheld.

MAINTENANCE, ETC.

A. (i) Grantors, other than Grantee and Northport Upham, shall be responsible for the maintenance, repair and replacement of and snow removal from the Washington Avenue Driveway, the Allen Avenue Driveway and the other Access Easements Areas and Retained Access Easements Areas and the 17 Parking Spaces, and the cost thereof, and the other obligations under the Agreement, as amended, of L.L. Bean, its successors and assigns. Notwithstanding the foregoing, Grantee, its successors and assigns, shall pay to such other Grantors for said snow removal, maintenance, repair and replacement a total amount of \$ _____ for each calendar year, prorated for any fractional year (the "1321 Contribution"). For each calendar year commencing 2015, the 1321 Contribution shall be adjusted based on any increase (if there is one) in the Index (as hereinafter defined).

(ii) The Index shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (on the basis 1982-1984 – 100). If the format or components of the Index are materially changed after the execution of this deed, the parties shall substitute an index (that is mutually agreeable to all parties hereto) which is published by the Bureau of Labor Statistics or similar agency and which has been determined by independent third party sources to be comparable to the Consumer Price Index for all Urban Consumers in effect on the date of this deed.

B. In the event the other Grantors fail to perform the maintenance, repair and replacement responsibilities set forth in Section A, and fail to remedy such failure with 10 days after receipt by one of such Grantors of written notice of such failure, or to diligently continue such cure thereafter, or unless the other Grantors do snow removal promptly (no notice being required), then Grantee shall have the right to perform such responsibilities on behalf of the other Grantors, and, in such event, shall be entitled to reimbursement from the other Grantors for the costs incurred in performing such responsibilities, and all reasonable costs of collection (including reasonable attorneys' fees), who shall be jointly and severally liable.

C. Notwithstanding the foregoing allocation of responsibilities, Grantee shall have the right, but not the obligation to perform such actions.

GENERAL

A. The restrictions imposed, the easements granted and reserved and the obligations set forth herein will run with the land and will burden and benefit the Premises and remaining land and units of the Northport Business Park Condominium, as the case may be, and will inure to the benefit of the owners thereof, and their respective successors and assigns forever. The future owners of the Premises and remaining land and units of the Northport Business Park Condominium, or portions thereof, will acquire the easements and be bound by the restrictions and obligations, respectively, and in the event of a change in ownership of the Premises or any

other portion of the land or units of the Northport Business Park Condominium, whether by sale or other transfer, the transferring owner will have no further rights or obligations hereunder.

B. The owner(s) of the parcel(s) of land benefitted (the "Benefitted Parcel") by each easement herein granted, assigned or reserved will indemnify, defend, and hold harmless the owner(s) of the parcel(s) of land burdened by each easement herein declared (the "Burdened Parcel") from any third party claim, liability, cost or expense, including reasonable attorneys' fees, resulting from or incident to (i) the use and occupancy of the easement by the owner(s) of the Benefitted Parcel, or by those claiming thereunder, except to the extent caused by the negligence or willful misconduct of the owner(s) of the Burdened Parcel, and (ii) any and all injuries and damages to property or improvements of the owner(s) of the Burdened Parcel directly or indirectly resulting from the use of the easement by the owner(s) of the Benefitted Parcel, or its tenants and occupants.

C. This deed does not create or confer any easements or rights for the benefit of any person, persons, entity or entities not herein expressly made a beneficiary of such easements, and the rights and privileges created hereby shall only run to the beneficiaries named herein and their successors in interest.

D. Except as otherwise provided herein, each easement herein declared will last in perpetuity and may only be terminated by a written instrument describing the easement to be terminated, providing for such termination and executed by the owners of the parcels benefitted and burdened by such easement, together with their mortgagees, and recorded in the Cumberland County Registry of Deeds, in which case such easement will thereupon automatically terminate and be of no further force of effect.

E. The easements herein declared are expressly made subject to all validly existing liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record affecting the land of the Northport Business Park Condominium, provided there shall be no right of reversion expressly created herein, or implied hereby, based on any violation of such liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record by a property benefitted by any such easements.

SHORT FORM QUITCLAIM DEED
WITH COVENANT
(Unit 56)

L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033 ("L. L. Bean"), WGME, INC., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030 ("WGME"), MARTIN'S POINT HEALTH CARE, INC., a Maine nonprofit corporation with a mailing address of P.O. Box 9746, Portland, ME 04112 ("Martin's Point"), NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 ("Northport Upham"), 1321 ASSOCIATES, LLC, a Maine limited liability company with a mailing address of 1976 Washington Avenue, Portland, ME 04103 ("1321 Associates" and with L. L. Bean, WGME, Martin's Point and Northport Upham, the "Unit Owners") and NORTHPORT CONDOMINIUM ASSOCIATION, a Maine nonprofit corporation with a mailing address of _____ (with Unit Owners, the "Grantors"), FOR CONSIDERATION PAID, grant to NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 ("Grantee"), WITH QUITCLAIM COVENANTS, the following described real property located in the City of Portland, County of Cumberland and State of Maine:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, each of the Undersigned has caused this instrument to be executed by its duly authorized officer or manager as of the ____ day of _____, 2013.

WITNESS:

L. L. BEAN, INC.

By: _____
Christopher J. McCormick
Chief Executive Officer

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Christopher J. McCormick, Chief Executive Officer of L. L. BEAN, INC. and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____
My commission expires: _____

WGME, INC.

By: _____

STATE OF MARYLAND
Hartford County, ss.

_____, 2013

On this day before me, the undersigned officer, personally appeared _____
_____, _____ of WGME, INC., a Maryland corporation, and
acknowledged on behalf of the corporation that he/she, as an officer of the corporation, being
authorized to do so, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself/herself in such capacity.

In witness whereof I hereunto set my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

MARTIN'S POINT HEALTH CARE, INC.

By: _____

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of MARTIN'S POINT HEALTH CARE, INC. and acknowledged the
foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said
corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT UPHAM LLC

By: _____

Joseph L. Soley

Manager

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Joseph L. Soley, Manager of
NORTHPORT UPHAM LLC and acknowledged the foregoing to be his free act and deed in his
said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

1321 ASSOCIATES LLC

By: _____

Manager

STATE OF MAINE

Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
Manager of 1321 ASSOCIATES LLC and acknowledged the foregoing to be his/her free act and
deed in his/her said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT CONDOMINIUM
ASSOCIATION

By: _____

STATE OF MAINE

Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of NORTHPORT CONDOMINIUM ASSOCIATION and
acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free
act and deed of said Association.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT A

A certain lot or parcel of land situated southeasterly of Allen Avenue in the City of Portland, County of Cumberland and State of Maine shown on the Second Amended Condominium Plat of Northport Business Park for Northport Upham LLC by Sebago Technics, Inc. (Project Number 05258) dated June 27, 2012 and last revised _____, 2013, as Proposed Unit 56 Parcel, recorded or to be recorded in the Cumberland County Registry of Deeds (the "Plat") being more particularly bounded and described as follows:

Beginning at a point on the southeasterly sideline of Allen Avenue at the northerly corner of land now or formerly of Realty Income Corporation as described in Deed Book 25785, Page 34;

Thence S 63°-39'-25" E, along land of the Realty Income Corporation, a distance of 27.83 feet;

Thence S 20°-38'-28" E, along land of the Realty Income Corporation, a distance of 133.12 feet;

Thence S 31°-34'-00" E, along land of the Realty Income Corporation, a distance of 149.05 feet;

Thence S 51°-45'-05" W, along land of the Realty Income Corporation, a distance of 243.68 feet to a 5/8 inch rebar;

Thence S 51°-27'-48" W, along land of the Realty Income Corporation, a distance of 10.71 feet to land now or formerly of Chau Tsan as described in Deed Book 7371, Page 316;

Thence S 36°-34'-20" E, along land of Tsan and land now or formerly of Michael Orr as described in Deed Book 14120, Page 65, a distance of 226.51 feet;

Thence S 61°-01'-15" E, along land of Orr, a distance of 12.60 feet to a 5/8 inch rebar with Cap 509 found flush at land now or formerly of Parker Realty, LLC as described in Deed Book 27271, Page 195;

Thence N 57°-22'-29" E, along land of Parker Realty, LLC, a distance of 24.48 feet;

Thence S 32°-55'-15" W, along land of Parker Realty, LLC, a distance of 12.36 feet;

Thence N 56°-28'-20" E, along remaining land of the Northport Business Park Condominium, a distance of 218.35 feet;

Thence N 30°-24'-29" W, along remaining land of the Northport Business Park Condominium, a distance of 425.83 feet;

Thence N 20°-38'-28" W, along remaining land of the Northport Business Park Condominium, a distance of 169.51 feet to the southeasterly sideline of Allen Avenue;

Thence S 37°-08'-37" W, along the southeasterly sideline of Allen Avenue, a distance of 50.00 feet to the Point of Beginning.

Meaning and intending to describe all of the property surrounding, under and including the Unit 56 Upham Building shown on the within the above described metes and bounds area (the "Premises").

The land of Northport Business Park Condominium being the land shown and described on the Plat.

O:\RES\83699-336 Soley-Northport Upham see JCW-Soley-Upham\Northport Business Park Condo Assn\Exhibit A to NUp deed.docx

**Continuation of
EXHIBIT A TO QUITCLAIM DEED
WITH COVENANT
(Northport Upham)**

GRANT AND ASSIGNMENT OF EASEMENTS AND RIGHTS

Together with:

1. Permanent and non-exclusive ingress, egress and access easements in the remaining land of the Northport Business Park Condominium (“Access Easements”) to and from the Premises
 - (a) over and across (i) those portions of the driveway adjacent to Washington Avenue described and defined as the L.L. Bean Washington Avenue Driveway in the Reciprocal Easement and Restrictions Agreement dated January 3, 2006 recorded in the Cumberland County Registry of Deeds in Book 23553, Page 66 (the “Agreement”) and (ii) the portion of the driveway adjacent to Allen Avenue described and defined in the Agreement as the Allen Avenue Driveway not included in the Premises, (the L.L. Bean Washington Avenue Driveway together with the portion of the driveway described and defined in the Agreement and referred to below as the Northport Washington Avenue Driveway being defined in the Agreement as the Washington Avenue Driveway);
 - (b) the areas within the extension of the Allen Avenue Driveway, maintaining a width of 36.29 feet between the easterly and westerly lines of the extension, to the southerly boundary of the remaining land of the Northport Business Park Condominium which are not included in the Premises and which are not now parking spaces or occupied by other improvements as shown on the Plat;
 - (c) the areas within the extension easterly of the Washington Avenue Driveway, maintaining a width of 58.18 feet between the northerly and southerly lines of the extension, to the easterly line of the extension of the Allen Avenue Driveway;
 - (d) the driveway from Washington Avenue south of the Unit 15 Professional Building shown on the Plat and its extension to the easterly line of the extension of the Allen Avenue Driveway; and
 - (e) so long as not occupied by parking spaces or other improvements, the areas of other portions of the remaining land of the Northport Business Park Condominium lying westerly of the westerly line of the extension of the Allen Avenue Driveway which are now paved not included in the real estate

conveyed by Grantors to 1321 Associates, LLC by deed of even date herewith recorded or to be recorded in the Cumberland County Registry of Deeds (respectively the "1321 Lot" and the "1321 Deed");

all of the foregoing being referred to as the "Access Easements Areas".

2. Permanent and non-exclusive sign easements (with electronic conduits) in areas located on the median strips of the Washington Avenue Driveway and the Allen Avenue Driveway to list the address and occupants of buildings on the Premises.

3. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Access Easements Areas and permanent, non-exclusive utility and storm drainage easements to, in, through and under such other portions of the remaining land of the Northport Business Park Condominium as now include utilities and drainage areas serving the Premises, which are not easements granted to public or quasi-public authorities, for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now or in the future existing that serve or will serve the Premises and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation Grantee shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by Grantee pursuant to the easement described in the preceding sentence shall be at its sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee.

4. Assignment of the permanent and non-exclusive ingress, egress and access easement and utility and storm drainage easement in the Northport Washington Avenue Driveway granted in the Agreement and of the utility easement granted in the Agreement referred to therein as "Reserved 20' Wide Utility Easement for the benefit of the land of the Northport Business Park Condominium (referred to in the Agreement as the L.L. Bean Property)", in common with the other Unit Owners.

Subject to:

1. Terms, conditions, restrictions and obligations of all permits and licenses issued by federal, state and local agencies having jurisdictions over the premises.

2. Such state of facts, including but not limited to the notes, as set forth on the "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen Haskell, Inc., dated December 12, 2005 which was recorded with the Cumberland County Registry of Deeds at Plan Book 205, Page 801 (the "Final Subdivision Plan Amendment 4").

3. Rights of others in and to the use of easements in the Premises and in the portions of the remaining land of the Northport Business Park Condominium in which easements are granted herein under the Agreement and the Amendment to Reciprocal Easement and

Restrictions Agreement dated January 1, 2007 recorded in the Cumberland County Registry of Deeds in Book 24781, Page 174 and the terms and conditions relative to the use thereof; provided that Grantors, other than Grantee and 1321 Associates, shall indemnify, defend and hold harmless Grantee, its successors and assigns, from any claim, liability, cost or expense under the Agreement, as amended.

4. Easements to Central Maine Power Company and New England Telephone and Telegraph Company, recorded in the Cumberland County Registry of Deeds.

5. City of Portland rights of way for sewer and existing water course referred to as the 1931 Fall Brook Regulation and the 1953 Fall Brook Branch Combined Sewer, takings of which were recorded in the City of Portland's Clerk records respectively in Volume 57, Page 238 and Volume 71, Page 238 (described in the Affidavit of Joseph E. Gray, Jr. dated April 15, 2010 recorded in the Cumberland County Registry of Deeds in Book 27713, Page 186), as modified by releases by the City of Portland in deeds of July 18, 1974 recorded in said Registry in Book 3582, Page 12 and September 23, 1977 recorded in said Registry in Book 4120, Page 29.

RESERVATIONS

Reserving for the benefit of the Unit Owners, their successors and assigns, other than the Grantee, its successors and assigns:

1. Permanent and non-exclusive ingress, egress and access easements ("Retained Access Easements") over and across the portions of the Allen Avenue Driveway and of its extension included in the Premises ("Retained Access Easements Areas").

2. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Premises that now include utilities and drainage areas serving portions of the land of the Northport Business Park Condominium other than or in addition to the Premises for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now existing or in the future existing that serve or will serve portions of the land of the Northport Business Park Condominium and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation the benefitted Grantors shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by the benefitted Grantors pursuant to the easement described in the preceding sentence shall be at their sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee, not to be unreasonably withheld.

MAINTENANCE, ETC.

A. (i) Grantors, other than Grantee and 1321 Associates, shall be responsible for the maintenance, repair and replacement of and snow removal from the

Washington Avenue Driveway, the Allen Avenue Driveway and the other Access Easements Areas and Retained Access Easements Areas, and the cost thereof and the other obligations under the Agreement, as amended, of L.L. Bean, its successors and assigns, as owners of the land benefitted by such easements. Notwithstanding the foregoing, Grantee, its successors and assigns, shall pay to such other Grantors for said snow removal, maintenance, repair and replacement a total amount of \$ _____ for each calendar year, prorated for any fractional year (the "Northport Upham Contribution"). For each calendar year commencing 2015, the Northport Upham Contribution shall be adjusted based on any increase (if there is one) in the Index (as hereinafter defined).

(ii) The Index shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (on the basis 1982-1984 – 100). If the format or components of the Index are materially changed after the execution of this deed, the parties shall substitute an index (that is mutually agreeable to all parties hereto) which is published by the Bureau of Labor Statistics or similar agency and which has been determined by independent third party sources to be comparable to the Consumer Price Index for all Urban Consumers in effect on the date of this deed.

B. In the event the other Grantors fail to perform the maintenance, repair and replacement responsibilities set forth in Section A, and fail to remedy such failure with 10 days after receipt by one of such Grantors of written notice of such failure, or to diligently continue such cure thereafter, or unless the other Grantors do snow removal promptly (no notice being required), then Grantee shall have the right to perform such responsibilities on behalf of the other Grantors, and, in such event, shall be entitled to reimbursement from the other Grantors for the costs incurred in performing such responsibilities, and all reasonable costs of collection (including reasonable attorneys' fees), who shall be jointly and severally liable.

C. Notwithstanding the foregoing allocation of responsibilities, Grantee shall have the right, but not the obligation to perform such actions.

GENERAL

A. The restrictions imposed, the easements granted and reserved and the obligations set forth herein will run with the land and will burden and benefit the Premises and remaining land and units of the Northport Business Park Condominium, as the case may be, and will inure to the benefit of the owners thereof, and their respective successors and assigns forever. The future owners of the Premises and remaining land and units of the Northport Business Park Condominium, or portions thereof, will acquire the easements and be bound by the restrictions and obligations, respectively, and in the event of a change in ownership of the Premises or any other portion of the land or units of the Northport Business Park Condominium, whether by sale or other transfer, the transferring owner will have no further rights or obligations hereunder.

B. The owner(s) of the parcel(s) of land benefitted (the "Benefitted Parcel") by each easement herein granted, assigned or reserved will indemnify, defend, and hold harmless the owner(s) of the parcel(s) of land burdened by each easement herein declared (the "Burdened Parcel") from any third party claim, liability, cost or expense, including reasonable attorneys' fees, resulting from or incident to (i) the use and occupancy of the easement by the owner(s) of the Benefitted Parcel, or by those claiming thereunder, except to the extent caused by the negligence or willful misconduct of the owner(s) of the Burdened Parcel, and (ii) any and all injuries and damages to property or improvements of the owner(s) of the Burdened Parcel directly or indirectly resulting from the use of the easement by the owner(s) of the Benefitted Parcel, or its tenants and occupants.

C. This deed does not create or confer any easements or rights for the benefit of any person, persons, entity or entities not herein expressly made a beneficiary of such easements, and the rights and privileges created hereby shall only run to the beneficiaries named herein and their successors in interest.

D. Except as otherwise provided herein, each easement herein declared will last in perpetuity and may only be terminated by a written instrument describing the easement to be terminated, providing for such termination and executed by the owners of the parcels benefitted and burdened by such easement, together with their mortgagees, and recorded in the Cumberland County Registry of Deeds, in which case such easement will thereupon automatically terminate and be of no further force of effect.

E. The easements herein declared are expressly made subject to all validly existing liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record affecting the land of Northport Business Park Condominium, provided there shall be no right of reversion expressly created herein, or implied hereby, based on any violation of such liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record by a property benefitted by any such easements.

SHORT FORM QUITCLAIM DEED
WITH COVENANT

(remaining Common Elements)

NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 (“Grantor”), FOR CONSIDERATION PAID, grants to L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033 (“L. L. Bean”), WGME, INC., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030 (“WGME”), MARTIN’S POINT HEALTH CARE, INC., a Maine nonprofit corporation with a mailing address of P.O. Box 9746, Portland, ME 04112 (“Martin’s Point” and with L.L. Bean and WGME the “Grantees”), WITH QUITCLAIM COVENANTS, Grantor’s undivided interest in the following described real property located in the City of Portland, County of Cumberland and State of Maine:

The Common Elements in Northport Business Park Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007 recorded in the Cumberland County Registry of Deeds in Book 23553, Page 60 (the “Northport Business Park Condominium”), conveyed to Northport Upham LLC by L.L. Bean, Inc. with Unit 56 of the Northport Business Park Condominium by deed dated March 28, 2008 recorded in the Cumberland County Registry of Deeds in Book 25950, Page 227, except for:

1. The real estate conveyed to Northport Upham LLC by L.L. Bean, Inc., WGME, Inc., Martin’s Point Health Care, Inc., Northport Upham LLC, 1321 Associates, LLC and Northport Condominium Association dated _____, 2013, recorded in the Cumberland County Registry of Deeds in Book ____, Page ____, including the fee interest conveyed and the easements and rights granted and assigned to Northport Upham LLC therein.
2. Easements and rights granted to Northport Upham LLC by 1321 Associates, LLC by deed of even or near date herewith recorded or to be recorded in the Cumberland County Registry of Deeds.

Said real property in which the interest is hereby conveyed being shown on the Condominium Plat of Northport Business Park dated June 1, 2006 recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 19 and on the Second Amended Condominium Plat of Northport Business Park dated June 27, 2012 and last revised _____, 2013 recorded or to be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed by its duly authorized manager as of the ____ day of _____, 2013.

WITNESS:

NORTHPORT UPHAM LLC

By: _____

Joseph L. Soley
Manager

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Joseph L. Soley, Manager of NORTHPORT UPHAM LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

Shukria Wiar - Re: FW: Planning Staff Review Comments for Northport application

From: Danielle West-Chuhta (Danielle West-Chuhta)
To: Bob Stevens
Date: 6/11/2013 2:07 PM
Subject: Re: FW: Planning Staff Review Comments for Northport application
CC: Barhydt, Barbara; Matthew W. (mek@sebagotechnics.com) Ek; Wiar, Shukri...

Bob:

I am sorry, I am in a meeting (doing e-mail), and I just got your message. I agree with your summary below and understand your concerns about completing everything within the 30 days. I think that the condition can be amended (which Shukria will provide to the Board tonight) to specify that the amendment to the plat will still need to be recorded within 30 days (because that is an ordinance requirement), but that the easements (approved by Corp. Counsel, etc.) will need to be finalized within 60 days of the planning board's approval.

Thanks,

Danielle

Danielle P. West-Chuhta
 Corporation Counsel
 City of Portland, Maine
 (207) 874.8480

>>> Bob Stevens <BStevens@curtisthaxter.com> 6/11/2013 1:45 PM >>>

Hi Danielle, Attached are Shukria Wiar's comments to the Planning Board re the subdivision amendment to be heard tonight. I represent the owner of one of the proposed lots, 56, Northport Upham LLC.

Below is my email to Matthew Ek with my understanding of your comments. If you agree with my understanding of your comments, do you think you will be able to communicate that to Shukria or the Board so we can move forward tonight? I'll call to see if you are available to discuss.

Thanks,
 Bob

From: Bob Stevens
Sent: Tuesday, June 11, 2013 12:30 PM
To: 'Matthew EK'
Cc: j (jcwalker4587@aol.com)
Subject: RE: Planning Staff Review Comments for Northport application
Importance: High

Matt, I think Staff has misread Danielle's comments. I read her comment to say she approves the easements as is. Her suggestion about the need for approval is with respect to changes that may or may not take place in the future. None are likely by the way; we are just trying to make it possible to do what might be desirable in the future without having to modify the easement documents. As Danielle points out, changes would require approval of both grantors and grantees, and perhaps City approval if City rights are involved, e.g. , sewer line locations. But no changes are proposed now.

As background, folks should realize that the approval of the easement documents by the parties and their mortgagees may take some time, and certainly is not likely to be accomplished within 30 days of the subdivision amendment approval. Requiring approval of final language as a condition of recording the amended subdivision plan within 30 days of its approval should not be a condition of approval of the Planning Board's approval.

Let me know if you want me to ask Danielle to confirm my understanding.
Bob

From: Matthew EK [<mailto:mek@sebagotechnics.com>]
Sent: Tuesday, June 11, 2013 11:22 AM
To: Bob Stevens
Cc: j (jcwalker4587@aol.com)
Subject: Planning Staff Review Comments for Northport application

Bob & John,

I've attached the city planning review comments for tonight's meeting.

Let me know if you have any questions.

Matt

Matthew Ek, PLS
Senior Survey Manager



www.sebagotechnics.com
An Employee Owned Company

75 John Roberts Road - Suite 1A, South Portland, ME 04106-6963
Email: mek@sebagotechnics.com Direct: 207.200.2058
Office: 207.200.2100 Mobile: 207.831.9470

Shukria Wiar - Fwd: Re: Amendment to Subdivision on Northport Drive

From: William Clark
To: David Margolis-Pineo
Date: 6/5/2013 3:59 PM
Subject: Fwd: Re: Amendment to Subdivision on Northport Drive
CC: Shukria Wiar

David,

The descriptions for the two units which are to be removed from the Northport Condominium Association match the plan. I was reviewing for metes and bounds and not the other information.

Only one direction typo for the Exhibit A for Unit 56; I believe the direction for the 12.36' line should be Southeast and not Southwest.

I believe it may be helpful to add the parcel areas in square feet for the benefit of our Assessor.

Thanks,

Bill

>>> David Margolis-Pineo June 4, 2013 12:25 PM >>>
Bill,

Did I print out the plan for Northgate? If so please review for Shukria. If not, let me know. Thanks

>>> Shukria Wiar 6/4/2013 11:50 AM >>>
Hello Dave:

Please have Bill Clark review the metes and bounds for the proposed easements for the Northport Drive subdivision amendment. See Danielle's email below. The item is on the agenda for a public hearing next week.

Thanks.

Shukria

>>> Danielle West-Chuhta (Danielle West-Chuhta) 6/3/2013 3:05 PM >>>
Shukria:

These easements are acceptable to me. I would have DPS (engineering review the metes and bounds descriptions to verify, if necessary). I would just note that in easement paragraphs 2 and 3 and paragraph D (under the general heading) in each proposed easement - there is a discussion of signs, and removal of stormwater and termination of certain rights/areas - and how each of these items requires grantor/grantee approval. They should also be aware that these steps may also require City approval. Finally, they

mention parking spaces in each of the deeds. This is fine with me - but I am not sure if you have a specific number you are requiring them to provide. The one deed references 17 spaces.

Thanks,

Danielle

>>> Shukria Wiar 6/3/2013 9:39 AM >>>

Hello Danielle:

Hope all is well with you and the family. I have another project for you to review the easements for. This is an amendment to an approved site plan. The applicant is subdividing two lots from the main lot. They are overall easements for drainage and access. I have attached the application for your review. The easements are part of Appendix C.

The project will not have a workshop hearing and is going straight to public hearing next week. I am working on the report this week.

Thank you.

Shukria

IX. REVISED PROPOSED MOTIONS

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report #27-13 for application 2013-118 relevant to Subdivision Standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

1. SUBDIVISION:

That the Planning Board finds that the plan [**is** or **is not**] in conformance with the subdivision standards of the land use code, subject to the following condition of approval:

The Subdivision Plat and the easements shall be finalized to the satisfaction of the Planning Authority, Department of Public Services and Corporation Counsel prior to the release of the recording plat. The plat shall be recorded within thirty (30) days of the Planning Board decision. The easements shall be recorded within sixty (60) days of the Planning Board decision.



PLANNING BOARD REPORT PORTLAND, MAINE

Subdivision Amendment
15 Northport Drive
Level III Subdivision
Project ID #2013-118

John Walker of 1321 Associates, LLC, Applicant

Submitted to: Portland Planning Board: Public Hearing Date: June 11 th , 2013	Prepared by: Shukria Wiar, Planner Date: June 7 th , 2013 Planning Board Report Number: 27-13
--	--

I. INTRODUCTION

Northport Upham LLC and 1321 Associates LLC have requested a fifth amended subdivision plan of Northport Business Park. The purpose of this amendment is to create parcels around building units #15 and #56, which are being removed from the condominium association.

There are no site improvements or construction proposed as part of this amendment. The applicant is strictly creating property lines encompassing two of the existing buildings and for the lots to be separated from the remaining condominium property. There will be access, drainage, and utility easement agreements between Unit #15, Unit #56 and the condominium property.

The Planning Board will review the proposed plan against the Level III subdivision standards.

Applicant Name John Walker of 1321 Associates
Consultants Matthew Ek of Sebago Technics

II. PROJECT DATA

Existing Zoning:	Community Business Zone (B2)
Existing Use:	Professional Offices
Existing number of lots:	One
Proposed number of lots:	Three
Parcel Size:	
Existing:	926,335 sq. ft.
Proposed:	Building Unit #15- ±50,897 sq. ft. Building Unit #56- ±75,667 sq. ft. Remaining Northport Condominium – 799,771 sq. ft.
Parking Spaces:	
Existing:	1006 spaces for the entire condominium complex
Proposed:	Building Unit #15- 69 spaces Building Unit #56- 76 spaces Remaining condominium complex- 865 spaces
Estimated Cost of Project:	No cost associated with proposed project since there are no site improvements or new building construction proposed.
Uses in Vicinity:	To the north of this condominium complex parcel is the Northgate Shopping Plaza. To the west, there are restaurants and a pharmacy. To the south and east are single-family and two-family residential units.

III. EXISTING CONDITIONS

Currently the Northport Business Park consists of seven buildings, including the subject parcels with a total of one thousand and ten parking spaces. Parcel with Building #15, is located along Washington Avenue and parcel with Building #56 is located on the private Northport Drive. Access to the entire site is from Washington Avenue, as well as from Northport Drive.

IV. PROPOSED DEVELOPMENT

The purpose of this amendment is to create parcels around building units #15 and #56 which are being removed from the condominium association. This will be the fifth amended subdivision plan of Northport Business Park. The recent amendments include land along Gertrude Avenue being sold to Jim Wolf, which was later created into two lots, and subdivision of "Parcel 1 and Parcel 2" along Washington Avenue, shown on the Attachment Plan 2.

Following is the total square footage breakdown for each building and the required parking based on the Section 14-332 (j) of the Land Use Ordinance, which requires one parking space for every 400 square feet of office space:

<i>Building Unit</i>	<i>Building Area (Sq. Ft.)</i>	<i>Required Parking</i>	<i>Provided Parking Spaces</i>
Unit 15	20,592	52	69
Unit 56	19,888	50	76
Unit 27	30,249	76	
Unit 43	26,830	67	
Units 49, 75, & 81	174,806	437	
Subtotal of 27,43, 49, 75 & 81	231,885	580	865

There are no proposed site improvements or building construction as part of this amendment. The applicant is strictly creating property lines for two of the existing buildings to be removed from the remaining property. There will be access, drainage, and utility easement agreements between Unit #15, Unit #56 and the remaining condominium property.

V. PUBLIC COMMENT

Upon receipt of the subject site plan application, staff noticed property owners within 500 feet of the site and placed a legal ad in the *Portland Press Herald* newspaper in accordance with requirements. Two hundred and fifty-four (254) notices were sent to area residents. A notice also appeared in the June 3rd, 2013 and June 4th, 2013 editions of the *Portland Press Herald*.

The applicant is not required to hold a neighborhood meeting since the amendment is a three-lot subdivision; three-lot subdivision does not need a neighborhood meeting. As of the date of this report, staff has not received any written public communication pertaining to this application.

VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY

- a. The owner of the property is 1321 Associates, LLC. The applicant has provided a copy of a quitclaim deeds, recorded at the Cumberland County Registry of Deeds (Book 28725 Page 333, Book 25950 Page 227), which demonstrates their right, title and interest in the property.
- b. There is no estimated cost of the development because the applicant is not proposing any site improvement or building construction, only subdividing lots.

VII. ZONING ASSESSMENT

Marge Schmuckal, Zoning Administrator has reviewed the plans for the minimum requirements in the B-2 zone.

Each parcel and the original parcel are meeting the minimum B-2 street frontage requirements and all minimum requirements of the Land Use Zoning Ordinance.

Ms. Schmuckal also reviewed the parking analysis dated May 31, 2013 prepared by Matthew Ek of Sebago Technics. Based upon the given information, the parking requirements for unit #15 and unit #56 parcels and the remaining condominium parcel are all meeting the minimum parking Land Use Zoning parking requirements.

VIII. DEVELOPMENT REVIEW

A. SUBDIVISION PLAN AND RECORDING PLAT REQUIREMENTS (Section 14-496)

The applicant has submitted an amended subdivision plat for review. As part of this proposal, there are mutual easements being proposed between the three new properties for drainage, access and utilities. Danielle West-Chuhta, Corporation Counsel, has reviewed the proposed easements and offers the following comment:

These easements are acceptable to me. I would have DPS (engineering review the metes and bounds descriptions to verify, if necessary). I would just note that in easement paragraphs 2 and 3 and paragraph D (under the general heading) in each proposed easement - there is a discussion of signs, and removal of stormwater and termination of certain rights/areas - and how each of these items requires grantor/grantee approval. They should also be aware that these steps may also require City approval. Finally, they mention parking spaces in each of the deeds. This is fine with me - but I am not sure if you have a specific number you are requiring them to provide. The one deed references 17 spaces.

The City Surveyor is currently reviewing the subdivision plat. The City staff will work will work with the applicant to finalize the subdivision plat.

A potential condition of approval:

The Subdivision Plat and the easements shall be finalized to the satisfaction of the Planning Authority, Department of Public Services and Corporation Counsel prior to the release of the recording plat. The plat must be recorded within thirty (30) days of the Planning Board decision.

B. SUBDIVISION (Section 14-497)

As an amendment to an approved subdivision, the subject application is subject to conformance with the applicable standards of the subdivision ordinance.

Section 14-496 (c) states:

Alterations to an approved plot. The planning authority may approve alterations to an approved recording plat when all of the following conditions are met; otherwise, a new subdivision plat must be submitted to the Planning Board:

- 1. The rearrangement of lot lines does not increase the number of lots within a block or other subdivision unit or area;*
- 2. The alteration will not affect any street, alley, utility easement or drainage easement;*
- 3. The alteration meets all of the minimum requirements of this article, article III of this chapter on zoning and other applicable state and local codes;*
- 4. The alteration is approved by the public works authority and the fire department.*

Such approved alterations shall be properly recorded in the registry within thirty (30) days thereof or they shall be null and void. Recording of approved alterations also shall be in accordance with the requirements of 30-A M.R.S.A. Section 4406.

Based on the application submitted, the project does not meet all of the above standards and therefore this application is before the Planning Board for review. The thirty (30) day recording applies to both Planning

Authority and Planning Board review of amended subdivision plans; therefore, the proposed condition of approval states the revised plan must be recorded within thirty (30) days of the Planning Board decision.

The proposal is limited to the alteration of property lines and easements for access, utilities and drainage. No new development or site work is proposed. The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's Subdivision Ordinance and applicable regulations. Staff comments are listed below.

1. Will Not Result in Undue Water and Air Pollution (Section 14-497 (a) 1), and Will Not Result in Undue Soil Erosion (Section 14-497 (a) 4)

There are no proposed site improvements or construction, so the Staff finds the proposed project in conformance with this standard.

2. Sufficient Water Available (Section 14-497 (a) 2 and 3)

The applicant is not proposing any new utilities services as part of this project and it is currently served by the Portland Water District.

3. Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)

The access to the subdivided lots and the condominium site are still from Washington Avenue and Northport Drive via Allen Avenue. Sidewalks exist along the Washington Avenue frontage and the frontage along Allen Avenue consists of the Northport Drive entrance. Tom Errico, Consultant Traffic Engineer has reviewed the project. Since there are no changes in the traffic volumes and site conditions, Mr. Errico does not have any comments, see Attachment 2a and 2b

4. Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)

The applicant is not proposing any new utilities services as part of this project and it is currently served by the City's sewer system. The City's sewer and stormwater separation project for the Fallbrook watershed was completed through the site in 2011. Nathaniel Smith, Project Engineer, notes that the City has easements through the site for this infrastructure. Per Danielle West-Chuhta, Corporation Counsel, recommendation, the final easements as amended must be approved by DPS, Planning Division and Corporation Counsel, which is included as a condition of approval.

5. Scenic Beauty, Natural, Historic, Habitat and other Resources (Section 14-497 (a) 8)

The proposed project will not have an adverse effect on the scenic or natural beauty of the area. Trees and landscaping are located along Northport Drive and within the developed sites.

6. Comprehensive Plan (Section 14-497 (a) 9)

Based on a review of the comprehensive plan, the following statements are relevant to this proposal for the Planning Board's consideration. According to the Future Land Use Map and Growth Areas Map, the site has been designated a growth area in the B-2 Neighborhood Business and R-3 Residential.

i. Goals and Policies

COMMUNITY COMMERCIAL POLICES AND LAND USE PLAN -September 1987-1988

Goal

- Accommodate the City's commercial activity within a range of functionally and physically defined commercial centers.

- Promote preservation and revitalization of its existing commercial centers and maintain a scale within them that is compatible and integrated with other land uses.
- Maintain and promote a community, which is attractive to both existing and prospective families and homeowners to help support the neighborhood commercial district.
- Promote new office park development of high quality in outlying areas for development seeking a suburban-style setting.

HOUSING: SUSTAINING PORTLAND'S FUTURE

Policy #5: Portland's Comprehensive Plan encourages a manageable level of growth that will sustain the City as a healthy urban center in which to live and work and to achieve a shared vision for Portland. Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.

IX. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the proposed development.

X. PROPOSED MOTIONS

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report #27-13 for application 2013-118 relevant to Subdivision Standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

1. SUBDIVISION:

That the Planning Board finds that the plan [is or is not] in conformance with the subdivision standards of the land use code, subject to the following condition of approval:

The Subdivision Plat and the easements shall be finalized to the satisfaction of the Planning Authority, Department of Public Services and Corporation Counsel prior to the release of the recording plat. The plat must be recorded within thirty (30) days of the Planning Board decision.

ATTACHMENTS:

PLANNING BOARD REPORT ATTACHMENTS

1. Marge Schmuckal, Zoning Administrator Review
2. Tom Errico, Consultant Traffic Engineer Review
 - a. 05.29.2013
 - b. 06.03.2013
3. Danielle West-Chuhta, Corporation Counsel

APPLICANT'S SUBMITTAL

- A. Cover Letter 05.06.2013
- B. Application
- C. Appendix A: Evidence of Right, Title and Interest
- D. Appendix B: Existing Easements or Other Burdens
- E. Appendix C: Proposed Deeds with Easements or Other Burdens
- F. Parking Analysis

PLANS

- Plan 1 Fifth Amended Subdivision Plan
Plan 2 Fifth Amended Subdivision Plan

MEMORANDUM

To: FILE
From: Shukria Wiar
Subject: Application ID: 2013-118
Date: 6/6/2013

Comments Submitted by: Marge Schmuckal/Zoning on 6/3/2013

This project is to create separate parcels - called unit #15 & unit #56 and to remove them from the Northport Business Park Condominium. I have reviewed the plans for minimum required street frontage in the B-2 zone. Each parcel and the original parcel are meeting the minimum B-2 street frontage requirements.

I have also reviewed the parking analysis dated May 31, 2013 prepared by Matthew Ek of Sebago Technics. Based upon the given information, the parking requirements for unit #15 parcel and unit #56 parcel and the remaining condominium parcel are all meeting the minimum parking Land Use Zoning parking requirements.

This proposal is meeting the minimum requirements of the Land Use Zoning Ordinance.

Marge Schmuckal
Zoning Administrator

Shukria Wiar - Northport Business Park

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>
Date: 5/29/2013 2:02 PM
Subject: Northport Business Park
CC: David Margolis-Pineo <DMP@portlandmaine.gov>, Jeremiah Bartlett <JBartle...

Shukria – I have reviewed the project application and given that no changes in traffic volumes and site conditions are proposed, I do not have any comments. I have not reviewed the specifics of the legal documents, but I assume traffic access will continue to be permitted via the internal roadway system in the future. My assumption on it be acceptable is that there are no changes to existing access/egress provisions.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
TYLIN INTERNATIONAL
12 Northbrook Drive
Falmouth, ME 04105
207.781.4721 main
207.347.4354 direct
207.400.0719 mobile
207.781.4753 fax
thomas.errico@tylin.com
Visit us online at www.tylin.com
Twitter | Facebook | LinkedIn | YouTube

"One Vision, One Company"

Please consider the environment before printing.

Shukria Wiar - RE: RE: Northport Drive Subdivision Amendment

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>, Marge Schmuckal <MES@portland...>
Date: 6/3/2013 9:40 AM
Subject: RE: RE: Northport Drive Subdivision Amendment

Shukria – I have reviewed the parking analysis and I find it acceptable from a traffic analysis perspective. I also compared it to ITE Parking Generation data, and sufficient parking is expected. If you have any questions, please contact me.

Thanks

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
T.Y. Lin International
207.781.4721 main
207.347.4354 direct
207.400.0719 mobile

From: Shukria Wiar [mailto:SHUKRIAW@portlandmaine.gov]
Sent: Friday, May 31, 2013 11:54 AM
To: Marge Schmuckal
Cc: Tom Errico
Subject: Fwd: RE: Northport Drive Subdivision Amendment

Hello:

Attached is the parking analysis for subdivision amendment on Northport Drive. Please review and let me know if you are okay with it.

Thanks.

Shukria

>>> Matthew EK <mek@sebagotech.com> 5/31/2013 11:46 AM >>>

Shukria,

Thanks for the call this morning. As we discussed I've attached a letter containing our parking analysis.

We also discussed the easements between the Units 15 and 56 and the remaining condominium. If you review Appendix C on the application submitted earlier this month, you'll see the language granting mutual access/utility easements. We are not proposing any changes to traffic patterns or the current site conditions.

Shukria Wiar - Re: Amendment to Subdivision on Northport Drive

From: Danielle West-Chuhta (Danielle West-Chuhta)
To: Shukria Wiar
Date: 6/3/2013 3:05 PM
Subject: Re: Amendment to Subdivision on Northport Drive

Shukria:

These easements are acceptable to me. I would have DPS (engineering review the metes and bounds descriptions to verify, if necessary). I would just note that in easement paragraphs 2 and 3 and paragraph D (under the general heading) in each proposed easement - there is a discussion of signs, and removal of stormwater and termination of certain rights/areas - and how each of these items requires grantor/grantee approval. They should also be aware that these steps may also require City approval. Finally, they mention parking spaces in each of the deeds. This is fine with me - but I am not sure if you have a specific number you are requiring them to provide. The one deed references 17 spaces.

Thanks,

Danielle

>>> Shukria Wiar 6/3/2013 9:39 AM >>>

Hello Danielle:

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The project will not have a workshop hearing and is going straight to public hearing next week. I am working on the report this week.

Thank you.

Shukria

Applicant's Submittal



May 31, 2013
05258

Portland Planning Board
Department of Planning and Urban Development
Portland City Hall
389 Congress Street
Portland, Maine 04101

Northport Business Park - Parking Analysis

Dear Members of the Board:

As requested by the planning department we have analyzed the parking needs of the Northport Business Park. We reviewed Section 14-332 (j) of the Portland Land Use Ordinance requiring 1 parking space for every 400 square feet (SF) of office space. We broke out each unit floor area and associated parking counts for your review.

Unit 15 contains a 3 story office building containing a total of 20,592 SF. Utilizing the 400 S.F. per parking space standard, Unit 15 needs 52 spaces and contains 69 spaces.

Unit 56 contains a 2 story office building containing a total of 19,888 SF. Utilizing the 400 S.F. per parking space standard, Unit 56 needs 50 spaces and contains 76 spaces.

The remaining condominium project includes the following:

Unit 27 3 stories totaling:	30,249 SF
Unit 43 contains:	26,830 SF
Units 49, 75, & 81 building totals:	117,727 SF
The total floor area of the remaining condominium is:	174,806 SF

Utilizing the 400 S.F. per parking space standard, the remaining condominium needs 438 spaces and contains 865 spaces.

Based upon these calculations there is adequate parking for each individual and the overall condominium project. If you have any questions or need any further information please let me know.

SEBAGO TECHNICS, INC.

Matthew W. Ek, P.L.S.
Senior Survey Manager

MWE:mwe/jag
cc. Northport Upham LLC, 1321 Associates LLC

WITNESS:

NORTHPORT UPHAM LLC

By: _____

Joseph L. Soley
Manager

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Joseph L. Soley, Manager of NORTHPORT UPHAM LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public
Print Name: _____
My commission expires: _____

SHORT FORM QUITCLAIM DEED
WITH COVENANT
(remaining Common Elements)

NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 (“Grantor”), FOR CONSIDERATION PAID, grants to L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033 (“L. L. Bean”), WGME, INC., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030 (“WGME”), MARTIN’S POINT HEALTH CARE, INC., a Maine nonprofit corporation with a mailing address of P.O. Box 9746, Portland, ME 04112 (“Martin’s Point” and with L.L. Bean and WGME the “Grantees”), WITH QUITCLAIM COVENANTS, Grantor’s undivided interest in the following described real property located in the City of Portland, County of Cumberland and State of Maine:

The Common Elements in Northport Business Park Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007 recorded in the Cumberland County Registry of Deeds in Book 23553, Page 60 (the “Northport Business Park Condominium”), conveyed to Northport Upham LLC by L.L. Bean, Inc. with Unit 56 of the Northport Business Park Condominium by deed dated March 28, 2008 recorded in the Cumberland County Registry of Deeds in Book 25950, Page 227, except for:

1. The real estate conveyed to Northport Upham LLC by L.L. Bean, Inc., WGME, Inc., Martin’s Point Health Care, Inc., Northport Upham LLC, 1321 Associates, LLC and Northport Condominium Association dated _____, 2013, recorded in the Cumberland County Registry of Deeds in Book ____, Page ____, including the fee interest conveyed and the easements and rights granted and assigned to Northport Upham LLC therein.
2. Easements and rights granted to Northport Upham LLC by 1321 Associates, LLC by deed of even or near date herewith recorded or to be recorded in the Cumberland County Registry of Deeds.

Said real property in which the interest is hereby conveyed being shown on the Condominium Plat of Northport Business Park dated June 1, 2006 recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 19 and on the Second Amended Condominium Plat of Northport Business Park dated June 27, 2012 and last revised _____, 2013 recorded or to be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed by its duly authorized manager as of the ____ day of _____, 2013.

B. The owner(s) of the parcel(s) of land benefitted (the "Benefitted Parcel") by each easement herein granted, assigned or reserved will indemnify, defend, and hold harmless the owner(s) of the parcel(s) of land burdened by each easement herein declared (the "Burdened Parcel") from any third party claim, liability, cost or expense, including reasonable attorneys' fees, resulting from or incident to (i) the use and occupancy of the easement by the owner(s) of the Benefitted Parcel, or by those claiming thereunder, except to the extent caused by the negligence or willful misconduct of the owner(s) of the Burdened Parcel, and (ii) any and all injuries and damages to property or improvements of the owner(s) of the Burdened Parcel directly or indirectly resulting from the use of the easement by the owner(s) of the Benefitted Parcel, or its tenants and occupants.

C. This deed does not create or confer any easements or rights for the benefit of any person, persons, entity or entities not herein expressly made a beneficiary of such easements, and the rights and privileges created hereby shall only run to the beneficiaries named herein and their successors in interest.

D. Except as otherwise provided herein, each easement herein declared will last in perpetuity and may only be terminated by a written instrument describing the easement to be terminated, providing for such termination and executed by the owners of the parcels benefitted and burdened by such easement, together with their mortgagees, and recorded in the Cumberland County Registry of Deeds, in which case such easement will thereupon automatically terminate and be of no further force of effect.

E. The easements herein declared are expressly made subject to all validly existing liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record affecting the land of Northport Business Park Condominium, provided there shall be no right of reversion expressly created herein, or implied hereby, based on any violation of such liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record by a property benefitted by any such easements.

Washington Avenue Driveway, the Allen Avenue Driveway and the other Access Easements Areas and Retained Access Easements Areas, and the cost thereof and the other obligations under the Agreement, as amended, of L.L. Bean, its successors and assigns, as owners of the land benefitted by such easements. Notwithstanding the foregoing, Grantee, its successors and assigns, shall pay to such other Grantors for said snow removal, maintenance, repair and replacement a total amount of \$ _____ for each calendar year, prorated for any fractional year (the "Northport Upham Contribution"). For each calendar year commencing 2015, the Northport Upham Contribution shall be adjusted based on any increase (if there is one) in the Index (as hereinafter defined).

(ii) The Index shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (on the basis 1982-1984 – 100). If the format or components of the Index are materially changed after the execution of this deed, the parties shall substitute an index (that is mutually agreeable to all parties hereto) which is published by the Bureau of Labor Statistics or similar agency and which has been determined by independent third party sources to be comparable to the Consumer Price Index for all Urban Consumers in effect on the date of this deed.

B. In the event the other Grantors fail to perform the maintenance, repair and replacement responsibilities set forth in Section A, and fail to remedy such failure with 10 days after receipt by one of such Grantors of written notice of such failure, or to diligently continue such cure thereafter, or unless the other Grantors do snow removal promptly (no notice being required), then Grantee shall have the right to perform such responsibilities on behalf of the other Grantors, and, in such event, shall be entitled to reimbursement from the other Grantors for the costs incurred in performing such responsibilities, and all reasonable costs of collection (including reasonable attorneys' fees), who shall be jointly and severally liable.

C. Notwithstanding the foregoing allocation of responsibilities, Grantee shall have the right, but not the obligation to perform such actions.

GENERAL

A. The restrictions imposed, the easements granted and reserved and the obligations set forth herein will run with the land and will burden and benefit the Premises and remaining land and units of the Northport Business Park Condominium, as the case may be, and will inure to the benefit of the owners thereof, and their respective successors and assigns forever. The future owners of the Premises and remaining land and units of the Northport Business Park Condominium, or portions thereof, will acquire the easements and be bound by the restrictions and obligations, respectively, and in the event of a change in ownership of the Premises or any other portion of the land or units of the Northport Business Park Condominium, whether by sale or other transfer, the transferring owner will have no further rights or obligations hereunder.

Restrictions Agreement dated January 1, 2007 recorded in the Cumberland County Registry of Deeds in Book 24781, Page 174 and the terms and conditions relative to the use thereof; provided that Grantors, other than Grantee and 1321 Associates, shall indemnify, defend and hold harmless Grantee, its successors and assigns, from any claim, liability, cost or expense under the Agreement, as amended.

4. Easements to Central Maine Power Company and New England Telephone and Telegraph Company, recorded in the Cumberland County Registry of Deeds.

5. City of Portland rights of way for sewer and existing water course referred to as the 1931 Fall Brook Regulation and the 1953 Fall Brook Branch Combined Sewer, takings of which were recorded in the City of Portland's Clerk records respectively in Volume 57, Page 238 and Volume 71, Page 238 (described in the Affidavit of Joseph E. Gray, Jr. dated April 15, 2010 recorded in the Cumberland County Registry of Deeds in Book 27713, Page 186), as modified by releases by the City of Portland in deeds of July 18, 1974 recorded in said Registry in Book 3582, Page 12 and September 23, 1977 recorded in said Registry in Book 4120, Page 29.

RESERVATIONS

Reserving for the benefit of the Unit Owners, their successors and assigns, other than the Grantee, its successors and assigns:

1. Permanent and non-exclusive ingress, egress and access easements ("Retained Access Easements") over and across the portions of the Allen Avenue Driveway and of its extension included in the Premises ("Retained Access Easements Areas").

2. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Premises that now include utilities and drainage areas serving portions of the land of the Northport Business Park Condominium other than or in addition to the Premises for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now existing or in the future existing that serve or will serve portions of the land of the Northport Business Park Condominium and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation the benefitted Grantors shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by the benefitted Grantors pursuant to the easement described in the preceding sentence shall be at their sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee, not to be unreasonably withheld.

MAINTENANCE, ETC.

A. (i) Grantors, other than Grantee and 1321 Associates, shall be responsible for the maintenance, repair and replacement of and snow removal from the

conveyed by Grantors to 1321 Associates, LLC by deed of even date herewith recorded or to be recorded in the Cumberland County Registry of Deeds (respectively the "1321 Lot" and the "1321 Deed");

all of the foregoing being referred to as the "Access Easements Areas".

2. Permanent and non-exclusive sign easements (with electronic conduits) in areas located on the median strips of the Washington Avenue Driveway and the Allen Avenue Driveway to list the address and occupants of buildings on the Premises.

3. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Access Easements Areas and permanent, non-exclusive utility and storm drainage easements to, in, through and under such other portions of the remaining land of the Northport Business Park Condominium as now include utilities and drainage areas serving the Premises, which are not easements granted to public or quasi-public authorities, for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now or in the future existing that serve or will serve the Premises and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation Grantee shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by Grantee pursuant to the easement described in the preceding sentence shall be at its sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee.

4. Assignment of the permanent and non-exclusive ingress, egress and access easement and utility and storm drainage easement in the Northport Washington Avenue Driveway granted in the Agreement and of the utility easement granted in the Agreement referred to therein as "Reserved 20' Wide Utility Easement for the benefit of the land of the Northport Business Park Condominium (referred to in the Agreement as the L.L. Bean Property)", in common with the other Unit Owners.

Subject to:

1. Terms, conditions, restrictions and obligations of all permits and licenses issued by federal, state and local agencies having jurisdictions over the premises.

2. Such state of facts, including but not limited to the notes, as set forth on the "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen Haskell, Inc., dated December 12, 2005 which was recorded with the Cumberland County Registry of Deeds at Plan Book 205, Page 801 (the "Final Subdivision Plan Amendment 4").

3. Rights of others in and to the use of easements in the Premises and in the portions of the remaining land of the Northport Business Park Condominium in which easements are granted herein under the Agreement and the Amendment to Reciprocal Easement and

Continuation of
EXHIBIT A TO QUITCLAIM DEED
WITH COVENANT
(Northport Upham)

GRANT AND ASSIGNMENT OF EASEMENTS AND RIGHTS

Together with:

1. Permanent and non-exclusive ingress, egress and access easements in the remaining land of the Northport Business Park Condominium (“Access Easements”) to and from the Premises
 - (a) over and across (i) those portions of the driveway adjacent to Washington Avenue described and defined as the L.L. Bean Washington Avenue Driveway in the Reciprocal Easement and Restrictions Agreement dated January 3, 2006 recorded in the Cumberland County Registry of Deeds in Book 23553, Page 66 (the “Agreement”) and (ii) the portion of the driveway adjacent to Allen Avenue described and defined in the Agreement as the Allen Avenue Driveway not included in the Premises, (the L.L. Bean Washington Avenue Driveway together with the portion of the driveway described and defined in the Agreement and referred to below as the Northport Washington Avenue Driveway being defined in the Agreement as the Washington Avenue Driveway);
 - (b) the areas within the extension of the Allen Avenue Driveway, maintaining a width of 36.29 feet between the easterly and westerly lines of the extension, to the southerly boundary of the remaining land of the Northport Business Park Condominium which are not included in the Premises and which are not now parking spaces or occupied by other improvements as shown on the Plat;
 - (c) the areas within the extension easterly of the Washington Avenue Driveway, maintaining a width of 58.18 feet between the northerly and southerly lines of the extension, to the easterly line of the extension of the Allen Avenue Driveway;
 - (d) the driveway from Washington Avenue south of the Unit 15 Professional Building shown on the Plat and its extension to the easterly line of the extension of the Allen Avenue Driveway; and
 - (e) so long as not occupied by parking spaces or other improvements, the areas of other portions of the remaining land of the Northport Business Park Condominium lying westerly of the westerly line of the extension of the Allen Avenue Driveway which are now paved not included in the real estate

Thence N 20°-38'-28" W, along remaining land of the Northport Business Park Condominium, a distance of 169.51 feet to the southeasterly sideline of Allen Avenue;

Thence S 37°-08'-37" W, along the southeasterly sideline of Allen Avenue, a distance of 50.00 feet to the Point of Beginning.

Meaning and intending to describe all of the property surrounding, under and including the Unit 56 Upham Building shown on the within the above described metes and bounds area (the "Premises").

The land of Northport Business Park Condominium being the land shown and described on the Plat.

O:\RES\83699-336 Soley-Northport Upham see JCW-Soley-Upham\Northport Business Park Condo Assn\Exhibit A to NUp deed.docx

EXHIBIT A

A certain lot or parcel of land situated southeasterly of Allen Avenue in the City of Portland, County of Cumberland and State of Maine shown on the Second Amended Condominium Plat of Northport Business Park for Northport Upham LLC by Sebago Technics, Inc. (Project Number 05258) dated June 27, 2012 and last revised _____, 2013, as Proposed Unit 56 Parcel, recorded or to be recorded in the Cumberland County Registry of Deeds (the "Plat") being more particularly bounded and described as follows:

Beginning at a point on the southeasterly sideline of Allen Avenue at the northerly corner of land now or formerly of Realty Income Corporation as described in Deed Book 25785, Page 34;

Thence S 63°-39'25" E, along land of the Realty Income Corporation, a distance of 27.83 feet;

Thence S 20°-38'28" E, along land of the Realty Income Corporation, a distance of 133.12 feet;

Thence S 31°-34'-00" E, along land of the Realty Income Corporation, a distance of 149.05 feet;

Thence S 51°-45'-05" W, along land of the Realty Income Corporation, a distance of 243.68 feet to a 5/8 inch rebar;

Thence S 51°-27'-48" W, along land of the Realty Income Corporation, a distance of 10.71 feet to land now or formerly of Chau Tsan as described in Deed Book 7371, Page 316;

Thence S 36°-34'-20" E, along land of Tsan and land now or formerly of Michael Orr as described in Deed Book 14120, Page 65, a distance of 226.51 feet;

Thence S 61°-01'-15" E, along land of Orr, a distance of 12.60 feet to a 5/8 inch rebar with Cap 509 found flush at land now or formerly of Parker Realty, LLC as described in Deed Book 27271, Page 195;

Thence N 57°-22'-29" E, along land of Parker Realty, LLC, a distance of 24.48 feet;

Thence S 32°-55'-15" W, along land of Parker Realty, LLC, a distance of 12.36 feet;

Thence N 56°-28'-20" E, along remaining land of the Northport Business Park Condominium, a distance of 218.35 feet;

Thence N 30°-24'-29" W, along remaining land of the Northport Business Park Condominium, a distance of 425.83 feet;

1321 ASSOCIATES LLC

By: _____

Manager

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
Manager of 1321 ASSOCIATES LLC and acknowledged the foregoing to be his/her free act and
deed in his/her said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT CONDOMINIUM
ASSOCIATION

By: _____

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of NORTHPORT CONDOMINIUM ASSOCIATION and
acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free
act and deed of said Association.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of MARTIN'S POINT HEALTH CARE, INC. and acknowledged the
foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said
corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT UPHAM LLC

By: _____

Joseph L. Soley
Manager

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Joseph L. Soley, Manager of
NORTHPORT UPHAM LLC and acknowledged the foregoing to be his free act and deed in his
said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

WGME, INC.

By: _____

STATE OF MARYLAND
Hartford County, ss.

_____, 2013

On this day before me, the undersigned officer, personally appeared _____
_____, _____ of WGME, INC., a Maryland corporation, and
acknowledged on behalf of the corporation that he/she, as an officer of the corporation, being
authorized to do so, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself/herself in such capacity.

In witness whereof I hereunto set my hand and official seal.

Notary Public

Print Name: _____
My commission expires: _____

MARTIN'S POINT HEALTH CARE, INC.

By: _____

SHORT FORM QUITCLAIM DEED
WITH COVENANT
(Unit 56)

L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033 ("L. L. Bean"), WGME, INC., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030 ("WGME"), MARTIN'S POINT HEALTH CARE, INC., a Maine nonprofit corporation with a mailing address of P.O. Box 9746, Portland, ME 04112 ("Martin's Point"), NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 ("Northport Upham"), 1321 ASSOCIATES, LLC, a Maine limited liability company with a mailing address of 1976 Washington Avenue, Portland, ME 04103 ("1321 Associates" and with L. L. Bean, WGME, Martin's Point and Northport Upham, the "Unit Owners") and NORTHPORT CONDOMINIUM ASSOCIATION, a Maine nonprofit corporation with a mailing address of _____ (with Unit Owners, the "Grantors"), FOR CONSIDERATION PAID, grant to NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 ("Grantee"), WITH QUITCLAIM COVENANTS, the following described real property located in the City of Portland, County of Cumberland and State of Maine:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, each of the Undersigned has caused this instrument to be executed by its duly authorized officer or manager as of the ____ day of _____, 2013.

WITNESS:

L. L. BEAN, INC.

By: _____
Christopher J. McCormick
Chief Executive Officer

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Christopher J. McCormick, Chief Executive Officer of L. L. BEAN, INC. and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____
My commission expires: _____

other portion of the land or units of the Northport Business Park Condominium, whether by sale or other transfer, the transferring owner will have no further rights or obligations hereunder.

B. The owner(s) of the parcel(s) of land benefitted (the "Benefitted Parcel") by each easement herein granted, assigned or reserved will indemnify, defend, and hold harmless the owner(s) of the parcel(s) of land burdened by each easement herein declared (the "Burdened Parcel") from any third party claim, liability, cost or expense, including reasonable attorneys' fees, resulting from or incident to (i) the use and occupancy of the easement by the owner(s) of the Benefitted Parcel, or by those claiming thereunder, except to the extent caused by the negligence or willful misconduct of the owner(s) of the Burdened Parcel, and (ii) any and all injuries and damages to property or improvements of the owner(s) of the Burdened Parcel directly or indirectly resulting from the use of the easement by the owner(s) of the Benefitted Parcel, or its tenants and occupants.

C. This deed does not create or confer any easements or rights for the benefit of any person, persons, entity or entities not herein expressly made a beneficiary of such easements, and the rights and privileges created hereby shall only run to the beneficiaries named herein and their successors in interest.

D. Except as otherwise provided herein, each easement herein declared will last in perpetuity and may only be terminated by a written instrument describing the easement to be terminated, providing for such termination and executed by the owners of the parcels benefitted and burdened by such easement, together with their mortgagees, and recorded in the Cumberland County Registry of Deeds, in which case such easement will thereupon automatically terminate and be of no further force of effect.

E. The easements herein declared are expressly made subject to all validly existing liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record affecting the land of the Northport Business Park Condominium, provided there shall be no right of reversion expressly created herein, or implied hereby, based on any violation of such liens, easements, restrictions, covenants, conditions, rights-of-way and other encumbrances of record by a property benefitted by any such easements.

A. (i) Grantors, other than Grantee and Northport Upham, shall be responsible for the maintenance, repair and replacement of and snow removal from the Washington Avenue Driveway, the Allen Avenue Driveway and the other Access Easements Areas and Retained Access Easements Areas and the 17 Parking Spaces, and the cost thereof, and the other obligations under the Agreement, as amended, of L.L. Bean, its successors and assigns. Notwithstanding the foregoing, Grantee, its successors and assigns, shall pay to such other Grantors for said snow removal, maintenance, repair and replacement a total amount of \$ _____ for each calendar year, prorated for any fractional year (the "1321 Contribution"). For each calendar year commencing 2015, the 1321 Contribution shall be adjusted based on any increase (if there is one) in the Index (as hereinafter defined).

(ii) The Index shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (on the basis 1982-1984 – 100). If the format or components of the Index are materially changed after the execution of this deed, the parties shall substitute an index (that is mutually agreeable to all parties hereto) which is published by the Bureau of Labor Statistics or similar agency and which has been determined by independent third party sources to be comparable to the Consumer Price Index for all Urban Consumers in effect on the date of this deed.

B. In the event the other Grantors fail to perform the maintenance, repair and replacement responsibilities set forth in Section A, and fail to remedy such failure with 10 days after receipt by one of such Grantors of written notice of such failure, or to diligently continue such cure thereafter, or unless the other Grantors do snow removal promptly (no notice being required), then Grantee shall have the right to perform such responsibilities on behalf of the other Grantors, and, in such event, shall be entitled to reimbursement from the other Grantors for the costs incurred in performing such responsibilities, and all reasonable costs of collection (including reasonable attorneys' fees), who shall be jointly and severally liable.

C. Notwithstanding the foregoing allocation of responsibilities, Grantee shall have the right, but not the obligation to perform such actions.

GENERAL

A. The restrictions imposed, the easements granted and reserved and the obligations set forth herein will run with the land and will burden and benefit the Premises and remaining land and units of the Northport Business Park Condominium, as the case may be, and will inure to the benefit of the owners thereof, and their respective successors and assigns forever. The future owners of the Premises and remaining land and units of the Northport Business Park Condominium, or portions thereof, will acquire the easements and be bound by the restrictions and obligations, respectively, and in the event of a change in ownership of the Premises or any

Haskell, Inc., dated December 12, 2005 which was recorded with the Cumberland County Registry of Deeds at Plan Book 205, Page 801 (the "Final Subdivision Plan Amendment 4").

3. Rights of others in and to the use of easements in the portions of the remaining land of the Northport Business Park Condominium in which easements are granted herein under the Agreement and the Amendment to Reciprocal Easement and Restrictions Agreement dated January 1, 2007 recorded in the Cumberland County Registry of Deeds in Book 24781, Page 174 and the Northport Upham Deed the terms and conditions relative to the use thereof; provided that Grantors, other than Grantee and Northport Upham, shall indemnify, defend and hold harmless Grantee, its successors and assigns, from any claim, liability, cost or expense under the Agreement, as amended.

4. Easements to Central Maine Power Company and New England Telephone and Telegraph Company, recorded in the Cumberland County Registry of Deeds.

RESERVATIONS

Reserving for the benefit of the Unit Owners, their successors and assigns, other than the Grantee, its successors and assigns:

1. Permanent and non-exclusive ingress, egress and access easements ("Retained Access Easements") over and across (a) the portions of the driveway from Washington Avenue south of the Unit 15 Professional Building shown on the Plat and its extension toward to the easterly line of the extension of the Allen Avenue Driveway included in the Premises and (b) paved areas along the easterly boundary of the Premises not occupied by parking spaces as shown on the Plat to allow access to the 17 Parking Spaces ("Retained Access Easements Areas").

2. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Premises that now include utilities and drainage areas serving portions of the land of the Northport Business Park Condominium other than or in addition to the Premises for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now existing or in the future existing that serve or will serve portions of the land of the Northport Business Park Condominium and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation the benefitted Grantors shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by the benefitted Grantors pursuant to the easement described in the preceding sentence shall be at their sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee, not to be unreasonably withheld.

MAINTENANCE, ETC.

- (e) so long as not occupied by parking spaces or other improvements, the areas of other portions of the remaining land of the Northport Business Park Condominium lying westerly of the westerly line of the extension of the Allen Avenue Driveway which are now paved not included in;

all of the foregoing being referred to as the "Access Easements Areas".

2. Permanent and non-exclusive sign easements (with electronic conduits) in areas located on the median strips of the Washington Avenue Driveway and the Allen Avenue Driveway to list the address and occupants of buildings on the Premises.

3. Permanent and non-exclusive utility and storm drainage easements to, in, through and under the Access Easements Areas and permanent, non-exclusive utility and storm drainage easements to, in, through and under such other portions of the remaining land of the Northport Business Park Condominium as now include utilities and drainage areas serving the Premises, which are not easements granted to public or quasi-public authorities, for the purpose of constructing, installing, using, repairing, replacing and maintaining underground utility lines and storm drains and related fixtures now or in the future existing that serve or will serve the Premises and appurtenances; provided, however, that in connection with the exercise of the rights herein and the digging up or other excavation Grantee shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed. Any work, maintenance or repair performed by Grantee pursuant to the easement described in the preceding sentence shall be at its sole cost and expense. Utilities or storm drains that now or in the future serve the Premises shall not be removed or altered without the prior written consent of Grantee.

4. Assignment of the permanent and non-exclusive ingress, egress and access easement and utility and storm drainage easement in the Northport Washington Avenue Driveway granted in the Agreement and of the utility easement granted in the Agreement referred to therein as "Reserved 20' Wide Utility Easement for the benefit of the land of the Northport Business Park Condominium (referred to in the Agreement as the L.L. Bean Property)", in common with the other Unit Owners.

5. Permanent and non-exclusive easement for parking in the seventeen parking spaces adjacent to the easterly boundary of the Premises as shown on the Plat (the "17 Parking Spaces") in common with the other Unit Owners other than Northport Upham.

Subject to:

1. Terms, conditions, restrictions and obligations of all permits and licenses issued by federal, state and local agencies having jurisdictions over the premises.

2. Such state of facts, including but not limited to the notes, as set forth on the "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen

**Continuation of
EXHIBIT A TO QUITCLAIM DEED
WITH COVENANT
(Unit 15)**

GRANT AND ASSIGNMENT OF EASEMENTS AND RIGHTS

Together with:

1. Permanent and non-exclusive ingress, egress and access easements in the remaining land of the Northport Business Park Condominium (“Access Easements”) to and from the Premises
 - (a) over and across (i) those portions of the driveway adjacent to Washington Avenue described and defined as the L.L. Bean Washington Avenue Driveway in the Reciprocal Easement and Restrictions Agreement dated January 3, 2006 recorded in the Cumberland County Registry of Deeds in Book 23553, Page 66 (the “Agreement”) and (ii) the portion of the driveway adjacent to Allen Avenue described and defined in the Agreement as the Allen Avenue Driveway not included in the real estate conveyed by Grantors to Northport Upham LLC by deed of even date herewith recorded or to be recorded in said registry of deeds (respectively the “Northport Upham Lot” and the “Northport Upham Deed”), the L.L. Bean Washington Avenue Driveway together with the portion of the driveway described and defined in the Agreement and referred to below as the Northport Washington Avenue Driveway being defined in the Agreement as the Washington Avenue Driveway;
 - (b) the areas within the southerly extension of the Allen Avenue Driveway, maintaining a width of 36.29 feet between the westerly and easterly lines of the extension, to the southerly boundary of the remaining land of the Northport Business Park Condominium which are not included in the Northport Upham Lot and which are not now parking spaces or occupied by other improvements as shown on the Plat;
 - (c) the areas within the easterly extension of the Washington Avenue Driveway, maintaining a width of 58.18 feet between the northerly and southerly lines of the extension, to the easterly line of the extension of the Allen Avenue Driveway;
 - (d) the portion of the driveway from Washington Avenue south of the Unit 15 Professional Building shown on the Plat and its extension to the easterly line of the extension of the Allen Avenue Driveway not included in the Premises; and

EXHIBIT A

A certain lot or parcel of land situated northeasterly of Washington Avenue in the City of Portland, County of Cumberland and State of Maine shown on the Second Amended Condominium Plat of: Northport Business Park for Northport Upham, LLC by Sebago Technics, Inc. (Project Number 05258) dated June 27, 2012 and last revised _____, 2013, as Proposed Unit 15 Parcel, recorded or to be recorded in the Cumberland County Registry of Deeds (the "Plat"), being more particularly bounded and described as follows:

Beginning at a point on the northeasterly sideline of Washington Avenue at the northwesterly corner of land now or formerly of the North Deering Alliance Church said point being located N 50°-09'-49" E, 0.26' from a 1" iron pipe;

Thence N 31°-57'-52" W, along the easterly sideline of Washington Avenue, a distance of 234.34 feet;

Thence N 59°-10'-03" E, along remaining land of the Northport Business Park Condominium, a distance of 35.37 feet;

Thence N 33°-41'-50" W, along remaining land of the Northport Business Park Condominium, a distance of 27.30 feet;

Thence N 57°-54'-13" E, along remaining land of the Northport Business Park Condominium, a distance of 166.00 feet;

Thence S 36°-45'-25" E, along remaining land of the Northport Business Park Condominium, a distance of 231.72 feet to land of the North Deering Alliance Church;

Thence S 50°-09'-49" W, along land of the North Deering Alliance Church, a distance of 221.99 feet to the Point of Beginning.

Meaning and intending to describe all of the property surrounding the Unit 15 building within the above described metes and bounds area.

The land of Northport Business Park Condominium being the land shown and described on the Plan.

1321 ASSOCIATES, LLC

By: _____

Manager

STATE OF MAINE

Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
Manager of 1321 ASSOCIATES, LLC and acknowledged the foregoing to be his/her free act
and deed in his/her said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT CONDOMINIUM
ASSOCIATION

By: _____

STATE OF MAINE

Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of NORTHPORT CONDOMINIUM ASSOCIATION and
acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free
act and deed of said Association.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named _____,
_____ of MARTIN'S POINT HEALTH CARE, INC. and acknowledged the
foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said
corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

NORTHPORT UPHAM LLC

By: _____

Joseph L. Soley
Manager

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Joseph L. Soley, Manager of
NORTHPORT UPHAM LLC and acknowledged the foregoing to be his free act and deed in his
said capacity and the free act and deed of said LLC.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

WGME, INC.

By: _____

STATE OF MARYLAND
Hartford County, ss.

_____, 2013

On this day before me, the undersigned officer, personally appeared _____
_____, _____ of WGME, INC., a Maryland corporation, and
acknowledged on behalf of the corporation that he/she, as an officer of the corporation, being
authorized to do so, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself/herself in such capacity.

In witness whereof I hereunto set my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

MARTIN'S POINT HEALTH CARE, INC.

By: _____

SHORT FORM QUITCLAIM DEED
WITH COVENANT
(Unit 15)

L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033 ("L. L. Bean"), WGME, INC., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030 ("WGME"), MARTIN'S POINT HEALTH CARE, INC., a Maine nonprofit corporation with a mailing address of P.O. Box 9746, Portland, ME 04112 ("Martin's Point"), NORTHPORT UPHAM LLC, a Maine limited liability company with a mailing address of P.O. Box 4894, Portland, ME 04112 ("Northport Upham"), 1321 ASSOCIATES, LLC, a Maine limited liability company with a mailing address of 1976 Washington Avenue, Portland, ME 04103 ("1321 Associates" and with L. L. Bean, WGME, Martin's Point and Northport Upham, the "Unit Owners") and NORTHPORT CONDOMINIUM ASSOCIATION, a Maine nonprofit corporation with a mailing address of _____ (with Unit Owners, the "Grantors"), FOR CONSIDERATION PAID, grant to 1321ASSOCIATES, LLC, a Maine limited liability company with a mailing address of _____, Portland, ME 04112 ("Grantee"), WITH QUITCLAIM COVENANTS, the following described real property located in the City of Portland, County of Cumberland and State of Maine:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, each of the Undersigned has caused this instrument to be executed by its duly authorized officer or manager as of the _____ day of _____, 2013.

WITNESS:

L. L. BEAN, INC.

By: _____
Christopher J. McCormick
Chief Executive Officer

STATE OF MAINE
Cumberland County, ss.

_____, 2013

Now personally appeared before me the above-named Christopher J. McCormick, Chief Executive Officer of L. L. BEAN, INC. and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Attorney-at-Law/Notary Public

Print Name: _____

My commission expires: _____

Appendix C

Proposed Deeds with Easements or Other Burdens

PORTLAND
STP-7541(00)X
PIN: 007541.00

The Department of Transportation directs that this Notice of Layout and Taking be recorded in the Registry of Deeds of Cumberland County and filed with the City Clerk of the City of Portland and with the County Commissioners of Cumberland County and published in the "Portland Press Herald", a newspaper published in the County where said highway is located; and also directs that a copy of the Right-of-Way Map be filed with the County Commissioners of said County and also that Notice be sent by Certified Mail to any Owners and Mortgagees of Record.

Dated at Augusta, Maine

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

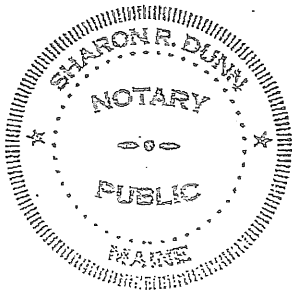
July 16, 2003
Dated

David A. Cole
David A. Cole, Commissioner

STATE OF MAINE
COUNTY OF KENNEBEC .ss. Dated: July 16, 2003

Personally appeared the above named David A. Cole, Commissioner, Department of Transportation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me, *Sharon R. Dunn*
Notary Public
My Commission Expires: 12/1/04



Received
Recorded Register of Deeds
Aug 19, 2003 09:38:50A
Cumberland County
John B. O'Brien

Parcel No. Item No.	Apparent Owner	Area	Slopes	Drainage	Grading Rights	Other Rights, Misc. & Bldgs.
9	Mobil Oil Corporation	1720± Sq. Ft.	None	None	None	Temp. Work Rights
10	Frederick A. Witt Colleen R. Witt	None	None	None	None	Temp. Const. Ease.
11	Raymond A. Carye Barbara F. Carye Edward F. Carye Trustees of the Northport Realty Trust	None	None	None	None	Temp. Const. Ease.

Item	Apparent Owner	Location
6	Rite Aid of Maine, Inc.	Sta. 10+198.6 to Sta. 10+217.0 Rt.
7	Amato's Enterprises, Inc.	Sta. 10+217.0 Rt. (State Highway "15") to Sta. 20+101.6 Rt. (Allen Avenue)
8	Robert A. Lockard	Sta. 20+060.0 Lt. (Allen Avenue) to Sta. 10+304.2 Lt. (State Highway "15")

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the hereinbefore described boundaries, as shown on the beforementioned right-of-way map:

Parcel No. Item No.	Apparent Owner	Area	Slopes	Drainage	Grading Rights	Other Rights, Misc. & Bldgs.
1	Portland Regional Federal Credit Union	47± Sq. Ft.	None	None	Yes	None
3	Michael S. Orr	1133± Sq. Ft.	None	None	Yes	None
4	Tsan Chau	1124± Sq. Ft.	None	None	Yes	None
5	Edward Wolak	293± Sq. Ft.	None	None	Yes	None
6	Rite Aid of Maine, Inc.	292± Sq. Ft.	None	None	Yes	None
7	Amato's Enterprises, Inc.	None	None	None	Yes	Signal System Ease.
8	Robert A. Lockard	96± Sq. Ft.	None	None	Yes	None

TEMPORARY CONSTRUCTION EASEMENT

The right for the duration of the period of construction to be determined by the date of completion of work according to the records of the Department of Transportation, to enter upon land outside of and adjoining the boundary lines hereinbefore described to perform all work as called for herein and as shown on the project construction plans, within the limits defined as "Temporary Construction Easement Limits" as shown on the beforementioned right-of-way map.

This may include, but is not limited to, necessary excavating, placing of fill material, curbing, loaming, seeding, paving, installation of structures, removing of trees, shrubs, etc. and other necessary incidental work in grading the said adjoining land to conform to the project construction.

Item	Apparent Owner	Location: Lt./Rt.
10	Frederick A. Witt Colleen R. Witt	Sta. 10+304.0 to Sta. 10+333.8 Lt.
11	Raymond A. Carye Barbara F. Carye Edward F. Carye Trustees of the Northport Realty Trust	Sta. 10+078.0 to Sta. 10+086.8 Rt.

TEMPORARY GRADING RIGHTS

The right for the duration of the period of construction to be determined by the date of completion of work according to the records of the Department of Transportation to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to grade the said adjoining land (to include any necessary clearing, excavating, placing of fill material, loaming, seeding, paving and other necessary incidental work) to conform to the adjacent highway construction within the limits defined by the "Grading Limits" as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location
1	Portland Regional Federal Credit Union	Sta. 10+110.0 to Sta. 10+131.8 Rt.
3	Michael S. Orr	Sta. 10+131.8 to Sta. 10+165.6 Rt.
1	Tsan Chau	Sta. 10+165.6 to Sta. 10+198.6 Rt.
1	Edward Wolak	Sta. 10+190.0 to Sta. 10+205.0 Lt. Sta. 10+220.0 to Sta. 10+227.0 Lt.

Thence southwesterly along said normal line about thirteen and four tenths (13.4) meters (44± feet) to the Base Line at the northerly end of the Southwesterly Boundary Line hereinbefore described.

EXCEPTIONS AND RESERVATIONS

There is excepted and reserved from the before described taking in fee simple:

All existing utility company rights-of-way and/or easements, however acquired, and located within the aforescribed boundaries, EXCEPTING any that may be specifically set forth in the hereinafter INFORMATIVE SUMMARY:

DESCRIPTION OF EASEMENT TAKING

The following described rights of easement in land are taken at the locations, in the manner, to the extent specified and as shown on the right-of-way map hereinbefore mentioned:

SIGNAL SYSTEM EASEMENT

The perpetual right to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to install and maintain a traffic signal system to include poles, pole bases, guys, control boxes, aerial and underground wires or cables, traffic loops and all other fixtures appurtenant to said system, within the limits defined by the "Signal System Limit Line" as shown on the beforementioned right-of-way map, at the following locations:

Item	Apparent Owner	Location
7	Amato's Enterprises, Inc.	Sta. 10+244.0 to Sta. 10+247.0 Rt. Sta. 10+252.0 to Sta. 10+255.0 Rt.

TEMPORARY WORK RIGHTS

The right for the duration of the period of construction of Project STP-7541(00)X as determined by the date of completion-of-work according to the records of the Department of Transportation, to enter upon land outside of and adjoining the boundary lines hereinbefore described for all purposes necessary to construct and install all paving, curbing, islands, catch basin, and related grading and excavation within the limits defined by the "Temporary Work Limits" as shown on the beforementioned right-of-way map:

Item	Apparent Owner	Location, Lt./Rt.
9	Mobil Oil Corporation	Sta. 20+105.0 Lt. (Allen Avenue) to Sta. 10+350.0 Rt. (S.H. "15")

Thence southwesterly along the present northwesterly line of land of said Rite Aid of Maine, Inc., and along the present southeasterly line of land of said Amato's Enterprises, Inc., about one and two tenths (1.2) meters (4± feet) to a point in the present northeasterly line of State Highway "15", said point being on a line at right angles to the Base Line at about Sta. 10+216.8;

Thence northerly and northeasterly along the present northeasterly line of State Highway "15", and along the present southeasterly line of Allen Avenue, about forty-eight and two tenths (48.2) meters (158± feet) to a point in the present southeasterly line of Allen Avenue, said point being on a line at right angles to the Allen Avenue Base Line at Sta. 20+101.6;

Thence northwesterly along said right angle line about ten and two tenths (10.2) meters (33± feet) to the Allen Avenue Base Line;

Thence N. 37°05'16.4" E. along the Allen Avenue Base Line one and four hundred thousandths (1.400) meters (4.59 feet) to Sta. 20+103.0;

Thence northwesterly along a line at right angles to the Allen Avenue Base Line about ten and no tenths (10.0) meters (33± feet) to a point in the present northwesterly line of Allen Avenue;

Thence westerly by a direct course about six and four tenths (6.4) meters (21± feet) to a point thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the State Highway "15" (Washington Avenue) Base Line at Sta. 10+282.0;

Thence N. 32°01'43.8" W. forty and two hundred thirty-eight thousandths (40.238) meters (132.01 feet) to a point thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the State Highway "15" Base Line at P.C. Sta. 10+322.238;

Thence northwesterly along a curved line thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and concentric with the Base Line, about thirty-one and four tenths (31.4) meters (103± feet) to a point in the present northwesterly line of land now or formerly of the Mobil Oil Corporation, and the present southeasterly line of land now or formerly of Shaw's Realty Co., said point being on a line normal to the Base Line at about Sta. 10+356.8;

Thence southwesterly along the present northwesterly line of land of said Mobil Oil Corporation, and along the present southeasterly line of land of said Shaw's Realty Co., about four tenths (0.4) meters (1± foot) to a point in the present northeasterly line of State Highway "15", said point being on a line normal to the Base Line at about Sta. 10+356.6;

feet) southwesterly from and as measured along a line at right angles to the State Highway "15" (Washington Avenue) Base Line at Sta. 10+276.639;

Thence N. $32^{\circ}01'43.8''$ W ten and five hundred twenty thousandths (10.520) meters (34.51 feet) to a point twelve and three hundred sixty thousandths (12.360) meters (40.55 feet) southwesterly from and as measured along a line at right angles to the State Highway "15" Base Line at Sta. 10+287.159;

Thence northeasterly along said right angle line about three tenths (0.3) meters (1± foot) to a point in the present southeasterly line of State Highway "15";

Thence northwesterly along the present southwesterly line of State Highway "15", about forty-seven and six tenths (47.6) meters (156± feet) to the point of intersection with the present southeasterly line of Cypress Street, said point being about thirteen and six tenths (13.6) meters (45± feet) southwesterly from and as measured along a line normal to the State Highway "15" Base Line at about Sta. 10+333.8;

Thence northeasterly along said normal line to the Base Line;

Thence northwesterly along the Base Line about seventeen and eight tenths (17.8) meters (58± feet) to about Sta. 10+356.6 at the northerly end of the Northeasterly Boundary Line to be hereinafter described.

Northeasterly Boundary Line

Beginning on the State Highway "15" (Washington Avenue) Base Line at Sta. 10+125.0;

Thence northeasterly along a line at right angles to the Base Line about ten and no tenths (10.0) meters (33± feet) to a point in the present northeasterly line of State Highway "15";

Thence northwesterly by a direct course about twenty and four tenths (20.4) meters (67± feet) to a point thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the Base Line at Sta. 10+145.0;

Thence N. $32^{\circ}01'43.8''$ W. about seventy-two and no tenths (72.0) meters (236± feet) to a point in the present northwesterly line of land now or formerly of Rite Aid of Maine, Inc., and the present southeasterly line land now or formerly of Amato's Enterprises, Inc., said point being thirteen and seven hundred sixteen thousandths (13.716) meters (45.00 feet) northeasterly from and as measured along a line at right angles to the Base Line at about Sta. 10+217.0;

Allen Avenue (Route 100) Base Line

Beginning at a point in the present traveled way of Allen Avenue (Route 100), said point being about thirty-eight (38) meters (125± feet) southwesterly of its intersection with State Highway "15" (Washington Avenue) and designated as Sta. 20+040.000;

Thence N. 32°13'30.4" E. and passing through Sta. 20+078.542, which point equals Sta. 10+260.501 on the State Highway "15" (Washington Avenue) Base Line to P.I. Sta. 20+079.935;

Thence N. 37°05'16.4" E. forty and sixty-five thousandths (40.065) meters to Sta. 20+120.000 at a point in the present traveled way of Allen Avenue.

Boundary Line Descriptions

Southwesterly Boundary Line

Beginning on the State Highway "15" (Washington Avenue) Base Line at Sta. 10+125.0;

Thence southwesterly along a line at right angles to the Base Line about ten and two tenths (10.2) meters (33± feet) to a point in the present southwesterly line of State Highway "15";

Thence northwesterly along the present southwesterly line of State Highway "15" about one hundred ten and no tenths (110.0) meters (361± feet) to a point on a line at right angles to the Base Line at Sta. 10+225.0;

Thence northwesterly by a direct course about ten and four tenths (10.4) meters (34± feet) to a point in the present southeasterly line of Allen Avenue (Route 100), said point being about nine and four tenths (9.4) meters (31± feet) southeasterly from and as measured along a line at right angles to the Allen Avenue Base Line at Sta. 20+053.0;

Thence northwesterly along said right angle line to the Allen Avenue Base Line;

Thence N. 32°13'30.4" E. along the Allen Avenue Base Line about nine and eight tenths (9.8) meters (32± feet) to about Sta. 20+062.8;

Thence northwesterly along a line at right angles to the Allen Avenue Base Line about ten and four tenths (10.4) meters (34± feet) to a point in the present northwesterly line of Allen Avenue;

Thence northerly and northwesterly along a curved line having a radius of seventeen and six hundred ninety-five thousandths (17.695) meters (58.06 feet) to a point twelve and three hundred sixty thousandths (12.360) meters (40.55

NOTICE OF LAYOUT AND TAKING

The State of Maine by its Department of Transportation does hereby give notice to all whom it may concern:

That the Department of Transportation in accordance with the authority of Title 23 M.R.S.A. Section 651, has determined that public exigency requires the altering, widening, changing the grade, changing the drainage, layout and establishing of a portion of State Highway "15" in the City of Portland, County of Cumberland.

That the Department of Transportation, in accordance with Title 23 M.R.S.A. Sections 701 and 651, has laid out the location of a portion of State Highway "15" in the said City of Portland.

That the Department of Transportation, in accordance with Title 23 M.R.S.A. Sections 651 and 151 to 159, has determined that public exigency requires the taking of all land, buildings and rights in land within or adjacent to the boundary lines as herein set forth and described and as shown on a Right-of-Way Map, State Highway "15", City of Portland, Federal Aid Project No. STP-7541(00)X, (PIN 007541.00), dated January 2003 on file in the Office of the Department of Transportation, (D.O.T. File No. 3-489) and to be recorded in the Registry of Deeds of Cumberland County, a print of which is on file in the office of the County Commissioners of Cumberland County.

DESCRIPTION OF FEE TAKING

All land, buildings, and rights in land within the following described boundaries, which are located with respect to the following described Base Lines, are taken in fee simple:

Base Line DescriptionsState Highway "15" (Washington Avenue) Base Line

Beginning at a point in the present traveled way of State Highway "15" (Washington Avenue) at its intersection with Maplewood Street and designated as Sta. 10+075.000;

Thence N. 32°01'43.8" W. two hundred forty-seven and two hundred thirty-eight thousandths (237.238) meters to P.C. Sta. 10+322.238;

Thence northwesterly by a one hundred fifty (150) meter radius curve to the right, fifty-nine and one hundred seventy-three thousandths (59.173) meters to P.T. Sta. 10+381.411 at a point in the present traveled way of State Highway "15".

STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.

1. This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents is subject to the review and approval of the Board prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited, without prior approval by the Board of Environmental Protection, and the applicant shall include deed restrictions to this effect.
2. The applicant shall secure and comply with all applicable Federal, State and local licenses, permits, authorizations, conditions, agreements, and orders, prior to or during construction and operation as appropriate.
3. The applicant shall submit all reports and information requested by the Board or Department demonstrating that the applicant has complied or will comply with all conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
5. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
6. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. Reapplications for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of a new approval, if granted. Reapplications for approval may include information submitted in the initial application by reference.
7. If the approved development is not completed within five years from the date of the granting of approval, the Board may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the five-year period.
8. A copy of this approval must be included in or attached to all contract bid specifications for the development.
9. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)

Revised November 1, 1979

RECEIVED
 RECORDS - REGISTRY OF DEEDS
 1990 OCT -1 AM 10:37
 CUMBERLAND COUNTY

Robert

BK9337PG0046

NORTHPORT REALTY TRUST
Portland, Maine
NORTHPORT BUSINESS PARK
L-131-26-C-M (APPROVAL)

2 SITE LOCATION OF DEVELOPMENT
)
) MINOR MODIFICATION
) FINDINGS OF FACT AND ORDER

C. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in Portland or in neighboring municipalities.

D. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal, roadways and open space required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities, roadways and open space in Portland or the area served by those services or open space.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

H. The activity is not located on or adjacent to a sand dune system.

THEREFORE, the Department APPROVES WITH THE ATTACHED CONDITIONS the application of NORTHPORT REALTY TRUST to modify after-the-fact NORTHPORT BUSINESS PARK in Portland, Maine, in accordance with the following conditions:

1. The Standard Conditions of Approval, a copy of which is attached.

DONE AND DATED AT AUGUSTA, MAINE, THIS 13th DAY OF September, 1990.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

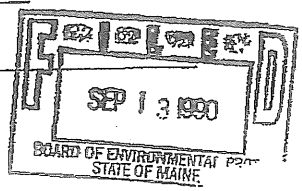
BY: Dean C. Marriott
DEAN C. MARRIOTT, COMMISSONER

PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date Of Initial Receipt of Application 9-8-90
Date Of Application Acceptance 9-27-90

Date filed with Board of Environmental Protection

ATTEST: Debrah Richard
Debrah Richard, Director
Bureau of Land Quality Control



047754

BK9337PGJ045



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

Registry

IN THE MATTER OF

NORTHPORT REALTY TRUST) SITE LOCATION OF DEVELOPMENT
Portland, Maine)
NORTHPORT BUSINESS PARK) MINOR MODIFICATION
L-131-26-C-M (APPROVAL)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of Title 38 M.R.S.A. Section 481 et seq., the Department of Environmental Protection has considered the application of NORTHPORT REALTY TRUST with its supportive data, staff summary, agency review comments, and other related materials on file and finds the following facts:

1. In Department Order #L-000131-26-A-N, dated February 19, 1971, the Department approved the development of an 18-acre shopping center at the corner of Allen and Washington Avenues in the town of Portland. The shopping center has been converted to primarily a business park.
2. The applicant requests approval, after-the-fact, for the modification of a single story building in NORTHPORT BUSINESS PARK by constructing small additions to the building increasing the size from 2,250 square feet to 4,095 square feet, thus increasing the total floor area of the project from approximately 229,837 square feet to approximately 231,682 square feet. The additions are located on previously paved area so that there has been no increase in impervious surface. This building is identified as "Parkers" on the plan entitled "Northport Realty Trust, Land Title Survey" last revised March 30, 1990.
3. All other findings of fact, conclusions and conditions relevant to the financial capacity, traffic movement, adverse environmental effects, soils, and roads remain unchanged, and in effect, as approved under Department Order #L-00013126-A-N.

BASED on the above findings of fact, the Department makes the following conclusions in relation to the proposed modification pursuant to 38 M.R.S.A. Section 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for traffic movement of all types into, out of or within the development area. Any traffic increase attributable to the proposed development will not result in unreasonable congestion or unsafe conditions on a road in the vicinity of the proposed development.

41-5813

2. In connection with the exercise of the rights granted hereunder, and the digging up or other excavation of any portion of Grantor's premises, the Grantees shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed.
3. This conveyance is made subject to all agreements, restrictions, and encumbrances insofar as the same are now in force and applicable.
4. Upon receipt of written notice to the Grantee by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving.

870352701297

In the event that said Grantees, their successors and assigns no longer provide services by means of said line, this easement shall automatically terminate.

The Northport Realty Trust has caused this instrument to be signed and sealed in its name by two of its Trustees, hereunto duly authorized.

WITNESS their hands and seals this 11th day of December, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Maia A. [Signature]
[Signature]

NORTHPORT REALTY TRUST
By: Raymond A. Carye
Raymond A. Carye, as Trustee
and not individually
By: Barbara F. Carye
Barbara F. Carye, as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss. December 11th, 1987

Personally appeared the above-named Raymond A. Carye, Trustee of Northport Realty Trust, and acknowledged this instrument to be his free act and deed as Trustee.

Before me,

SEAL

MICHAEL J. JORDAN, Notary Public
Suffolk County, Massachusetts
My Commission Expires September 7, 1990

James S. Walsh
Notary Public
Attorney at Law

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT

1987 JUN 29 AM 8:38

COMMISSIONED AGENT
James S. Walsh

BK 8352 PG 0296

030439

41-5813 3

EASEMENT DEED

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 in the Cumberland County Registry of Deeds in Book 7498, Page 237, as amended, having a place of business located in the City of Portland, Cumberland County, Maine, for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04336, and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, having a place of business located at 185 Franklin Street, Boston, MA 02107, and their respective successors and assigns, with WARRANTY COVENANTS, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the City of Portland, Cumberland County, Maine, the location of said wires and/or underground cables to be follows:

Buried cables extending from new pole #0159 Washington Avenue in an easterly direction a distance of two hundred and forty feet (240') more or less to proposed hand hole #0159.1, thence northwesterly ninety feet (90') more or less to proposed padmount transformer #0159.2.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of First National Stores, Inc., dated May 7, 1971, recorded in the Cumberland County Registry of Deeds in Book 3169, Page 628. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within ten (10) feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

By their acceptance of the foregoing grant and easement, the Grantees, for themselves and their respective successors and assigns, agree:

1. The Grantor and persons claiming by, through, and under it, shall have the right to pave over said easement and to use the surface of said easement for parking of automobiles, roadways, walkways, and like purposes.

0K8352760295

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.

December 14, 1987

Personally appeared the above-named Raymond A. Carye, Trustee of Northport Realty Trust, and acknowledged this instrument to be his free act and deed as Trustee.

Before me,

MICHAEL J. JORDAN, Notary Public
Suffolk County, Massachusetts
My Commission Expires September 7, 1990

Michael J. Jordan
Notary Public
Attorney at Law

SEAL

RECORDED
RECORDING DEPARTMENT

1988 JUN 29 AM 8:38

COURT HOUSE, BOSTON CITY

James J. Walsh

By its acceptance of the foregoing grant and easement, the Grantee, for itself and its successors and assigns, agrees:

1. The Grantor and persons claiming by, through, and under it, shall have the right to pave over said easement and to use the surface of said easement for parking of automobiles, roadways, walkways, and like purposes.
2. In connection with the exercise of the rights granted hereunder, and the digging up or other excavation of any portion of Grantor's premises, the Grantee shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed.
3. This conveyance is made subject to all agreements, restrictions, and encumbrances insofar as the same are now in force and applicable.
4. Upon receipt of written notice to the Grantee by the Grantor, its successors or assigns, within 180 days thereafter the Grantee shall commence relocating all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving.

In the event that said Grantee, its successors and assigns no longer provide services by means of said line, this easement shall automatically terminate.

The Northport Realty Trust has caused this instrument to be signed and sealed in its name by two of its Trustees, hereunto duly authorized.

WITNESS their hands and seals this 14th day of December, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]

Stephen Seneva

NORTHPORT REALTY TRUST

By: [Signature]
Raymond A. Carve, as Trustee
and not individually

By: [Signature]
Barbara F. Carve, as Trustee
and not individually

030438

4-4/8842

EASEMENT DEED

RAYMOND A. CARVE, BARBARA F. CARVE and EDWARD F. CARVE, as Trustees of Northport Realty Trust under Declaration of Trust dated March 3, 1971 and recorded in the Cumberland County Registry of Deeds in Book 7498, Page 237, as amended, having a place of business located in the City of Portland, Cumberland County, Maine, for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04336, and its successors and assigns, with WARRANTY COVENANTS, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient poles with wires strung upon and extending between the same and/or underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the City of Portland, Cumberland County, Maine, the location of said wires and/or underground cables to be follows:

030438

Overhead lines extending from existing old pole #6 1/2 (to be renumbered to become pole #7) Grant Line a distance of one hundred and twenty feet (120') more or less to proposed pole #7.1, thence in a southerly direction a distance of one hundred and fifty feet (150') more or less to a proposed pole #7.01, thence extending from pole #7.1 in a northerly direction a distance of one hundred and ten feet (110') more or less to proposed pole #7.2, thence in a westerly direction a distance of one hundred and twenty-five feet (125') more or less to proposed pole #7.3, continuing a distance of one hundred and thirty-five feet (135') more or less to proposed pole #7.4.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of First National Stores, Inc., dated May 7, 1971, recorded in the Cumberland County Registry of Deeds in Book 3169, Page 628. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within ten (10) feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The easement granted hereby extends and relocates a portion of the pole line easement granted by the Grantor to the Grantee by easement deed dated May 20, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3182, Page 441.

1199 REV. 7/88

065017 EASEMENT DEED

BK 7498 PG 0237 41-5514

Northport Realty Trust, having a place of business located at 17 Monsignor O'Brien Highway

of Cambridge, SUFFOLK Middlesex County, Massachusetts for consideration given, grant to CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Maine 04338, and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, having a place of business located at 185 Franklin Street, Boston, MA 02107

and their respective successors and assigns, with warranty covenants, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient poles with wires strung upon and extending between the same and/or underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the City of Portland, Cumberland County, Maine, the location of said wires and/or underground cables to be as follows: Extending an underground primary line from existing CMP Co. pole #2 Grant Line in a northwesterly direction a distance of one hundred feet (100') more or less to proposed new padmount transformer #2.1.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of First National Stores, Inc. dated May 7, 1971, recorded in the Cumberland County, Maine, County Registry of Deeds in Book 3169, Page 628. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to restrict the construction of buildings or structures within 10 feet of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

Northport Realty Trust has caused this instrument to be signed and sealed in its name by Raymond A. Carye, its trustee, hereunto duly authorized, Witness his hand(s) and seal(s) this 22 day of September, 1986

Signed, Sealed and Delivered In the presence of

Northport Realty Trust by: Raymond A. Carye Its Trustee

[Signature line for witness]

STATE OF MAINE, Raymond A. Carye, Its Trustee Personally appeared the above-named and acknowledged this instrument to be his free act and deed, before me, [Signature]

NAME: [Signature] JUSTICE OF THE PEACE NOTARY PUBLIC

RECEIVED RECORDED REGISTRY OF DEEDS 1986 NOV 25 AM 9:50 CUMBERLAND COUNTY James J. Walsh

SEAL

Northport Realty Trust has caused this instrument to be signed and sealed by Raymond A. Caryo, Trustee for Northport Realty Trust.

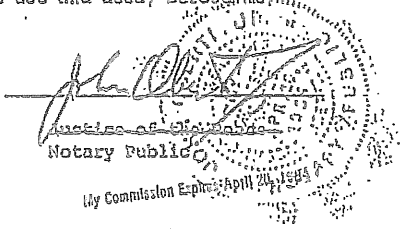
WITNESS his hand and seal this 9th day of July, 1982.

Signed, Sealed and Delivered in the presence of

Northport Realty Trust
Raymond A. Caryo
It's TRUSTEE

COMMONWEALTH OF MASSACHUSETTS Middlesex ss. July 9, 1982.

Personally appeared the above-named Raymond A. Caryo and acknowledged this instrument to be his free act and deed, before me.



NOV 9 1982

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 8:30 AM, and recorded in
BOOK 5061 PAGE 230 Edward J. Guntin Registrar

Financing Statement form with fields for Debtor (Earl C. McCarthy, Joan M. McCarthy), Secured Party (Samuel Abrahams), Notary (John O'Brien), and Registrar (Edward J. Guntin). Includes checkboxes for coverage and a signature line.

Book 5061

Easement L

230

31229
EASEMENT DEED

41-1(3403)

MS
X

Northport Realty Trust, having a place of business at 17 Mennignor

O'Brien Highway, P.O. Box 207, East Cambridge, in the State of

Massachusetts,

for consideration given, grant to CENTRAL MAINE POWER COMPANY,
a Maine corporation having its principal office at Edison Drive, Augusta, Maine, 04336,

With warranty covenants, the right and easement to erect, bury, maintain, repair, rebuild, operate and patrol electric transmission, distribution and communication wires and/or cables, consisting of suitable and sufficient poles with wires strung upon and extending between the same and/or underground cables buried under the surface, together with all necessary fixtures and appurtenances, over, across and/or under the surface of my land in the City of Portland, Cumberland County, Maine, the location of said wires and/or underground cables to be as follows:

Extending in an easterly direction from pole #43 Allan Avenue,
to proposed pole #43.1.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of First Nation Stores, Inc., dated May 7, 19 71, recorded in the Cumberland County Registry of Deeds in Book 3169, Page 628. Together with the right to cut down, keep trimmed, and eliminate the growth of those trees and branches using formulations registered by the Environmental Protection Agency, as the Grantee believes may interfere with the operation and maintenance of its wires and/or cables; the right to keep the surface of the ground above said underground cables and other electrical equipment free from structures and growth which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said underground cables; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

By their acceptance of the foregoing grant and easement, the Grantees, for themselves and their respective successors and assigns, agree:

1. The Grantor and persons claiming by, through, and under it, shall have the right to use the surface of said easement for parking of automobiles, roadways, walkways, and like purposes.
2. In connection with the exercise of the rights granted hereunder, and the digging up or other excavation of any portion of Grantor's premises, the Grantees shall promptly restore the surface substantially to the same condition it was in prior to its being disturbed.
3. This conveyance is made subject to all agreements, restrictions, and encumbrances insofar as the same are now in force and applicable.

In the event that said Grantees, their successors and assigns no longer provide services by means of said line, this easement shall automatically terminate.

We have and in full the same, together with all the privileges and appurtenances thereunto belonging, to them the said Raymond A. Cary, Philip C. Naughey, and Joseph J. Marrone, Trustees under said Northport Realty Trust, their Heirs and Assigns forever.

In Witness Whereof, the said CITY OF PORTLAND

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John G. DePalma

, its Director of Finance thereunto duly authorized, this 23rd day of September in the year one thousand nine hundred and Seventy-Seven

Signed, Sealed and Delivered in presence of

David A. Soule

CITY OF PORTLAND

John G. DePalma

By John G. DePalma



State of Maine, Cumberland ss.

Sept. 23 1977.

Personally appeared the above named John G. DePalma, Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

David A. Soule
Justice of the Peace

OCT 25 1977

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 H46 PM, and recorded in

BOOK 4120

PAGE 29

W. August Blakes Register

Book 4120

Easement K

Know All Men by These Presents,
29822

That CITY OF PORTLAND, a body politic and corporate,

~~is a corporation organized and existing under the laws of the State~~

~~XXX~~ and located at Portland
in the County of Cumberland and State of Maine

in consideration of One Dollar (\$1.00) and other good and valuable considerations

paid by RAYMOND A. CARVE, PHILIP A. HAUGHEY and JOSEPH J. MARRONE, Trustees of Northport Realty Trust under a Declaration of Trust dated March 3, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3168, Page 395

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and Transfer Quit-Claim unto the said Raymond A. Carve, Philip A. Haughey and Joseph J. Marrone, Trustees of Northport Realty Trust under a Declaration of Trust, their

heirs and assigns forever,
all right, title and interest in, under, and to a portion of the Fall Brook Regulation Sewer right of way, so-called, which portion is bounded and described as follows:

Beginning at a point on the southerly sideline of the Fall Brook Regulation Sewer Right of Way as laid out and accepted by the Municipal Officers on October 5, 1931, City of Portland Records, Volume 57, Page 240 and as shown on a plan numbered 409/9 on file in the office of the Director of Public Works, City Hall, Portland, Maine, said point of beginning being distant 84.11 feet easterly along said southerly sideline of the Fall Brook Regulation Sewer Right of Way from its intersection with the easterly sideline of Washington Avenue; thence N 67° 30' E a distance of 17.33 feet to a point; thence S 22° 30' E a distance of 1.83 feet to a point; thence N 67° 30' E a distance of 18.00 feet to a point; thence S 22° 30' E a distance of 3.11 feet to a point and an intersection with the said southerly sideline of the Fall Brook Regulation Sewer Right of Way; thence S 74° 51' 20" W along the said southerly sideline of the Fall Brook Regulation Sewer Right of Way, a distance of 35.63 feet to the point of beginning.

Said premises are also described as "Detail A" on a Plan entitled "Plan of Property in Portland, Maine Made for Wandward Corp." dated March 17, 1977, and prepared by H. I. & E. C. Jordan Surveyors.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to them, the said Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, as Trustees of Northport Realty Trust, their successors hereof and assigns forever.

In Witness Whereof, the said City of Portland has caused this instrument to be and sealed with its corporate seal and signed in its corporate name by John G. DePalma, its Director of Finance thereunto duly authorized, on this 18th day of July in the year of our Lord one thousand nine hundred and seventy-four.

Signed, Sealed and Delivered in presence of

[Signature]

CITY OF PORTLAND
By *[Signature]*
Director of Finance

State of Maine,
Cumberland

} ss.

July 18 1974

Personally appeared the above named John G. DePalma, Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the above instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation.

Before me,

[Signature]
Justice of the Peace
Notary Public

AUG 1 1974

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3:45 P.M. and recorded in

BOOK 3582 PAGE 12

[Signature]

Register

Book 3582

Easement J

12

1844
(122)

Know all Men by these Presents,

That THE CITY OF PORTLAND, a body politic and corporate, and located in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable considerations,

paid by RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE, as Trustees of Northport Realty Trust under Declaration of Trust dated March 3, 1971, and duly recorded in Cumberland County Registry of Deeds, Book 3168, Page 395, the receipt whereof it does ~~ack~~ hereby acknowledge, do hereby remise, bargain, sell and convey, and forever quit-claim unto the said Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, as Trustees of Northport Realty Trust, their successors

~~and~~ and assigns forever,

a certain lot or parcel of land, with any buildings thereon, situated on the southerly side of Allen Avenue in Portland, County of Cumberland, State of Maine, bounded and described as follows:

Starting at a point marking the intersection of the easterly sideline of Washington Avenue and the southerly sideline of Allen Avenue; thence running along the southerly sideline of Allen Avenue North fifty-four degrees, five and one-half minutes East (N 54° 05½' E) four hundred seventy-seven and eighty-two hundredths (477.82) feet to a concrete monument marking the north-easterly corner of the parcel herein conveyed and which concrete monument marks the point of beginning of the premises herein conveyed; thence from said point of beginning running South nine degrees, forty minutes East (S 09° 40' E) three hundred five and sixty-four hundredths (305.64) feet to a point marked by an iron pin, which point marks the most southerly corner of the parcel herein conveyed; thence turning and running in a general north-westerly direction along the northwesterly sideline of the City of Portland one hundred (100)-foot sewer right of way commonly known as the Fall Brook Sewer to a point on the southerly side of Allen Avenue, which point marks the intersection of the northwesterly sideline of said City of Portland one hundred (100)-foot sewer right of way commonly known as the Fall Brook Sewer and the southeasterly sideline of Allen Avenue; thence turning and running North fifty-four degrees, five and one-half minutes East (N 54° 05½' E) along the southeasterly sideline of Allen Avenue to a point marked by a concrete monument, which point marks the point of beginning.

The purpose of this conveyance is to release the above described premises from the City of Portland sewer easement known as the "Fall Brook 100' sewer right of way". Said rights to City of Portland are set forth in an order of the City dated June 15, 1953, filed in records at the City Hall located in Portland, Maine, in Book 71, Page 278.

of the cost and expense of such moving. The Grantees, by acceptance of this instrument, agree to repair any damage caused by it in the exercise of any rights herein given to them. It is understood and agreed that Grantor may landscape and/or

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the right and easements hereby conveyed, the same shall become the sole property of the remaining company.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and benefit forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the 5th day of Feb., 1974.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

John O'Leary
Elizabeth A. Zupil
Charles A. Kinsley

Raymond A. Carye) Trustee As
Raymond A. Carye) Aforesaid
Philip C. Haughey) and not
Philip C. Haughey) Individual
Joseph J. Marrone)
Joseph J. Marrone)



COMMONWEALTH OF MASSACHUSETTS

County of Middlesex.

February 11, 1974

Personally appeared the above named Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone and acknowledged the foregoing instrument to be their free ACT AND DEED, AS TRUSTEES, before me,

Elizabeth A. Zupil
Notary Public
my Commission Expires *9/1/1978*



to have the surface of the area upon which this easement is located and may use said surface for driveways, parking areas and the like.

MAR 11 1974
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Recorded at 8:30 AM, and recorded in
BOOK 3518 PAGE 44 *to Peter Deep Lee* Registrar

Book 3518

Easement

Easement I

7-1 (1730)

3837

KNOW ALL MEN BY THESE PRESENTS, (Wm: Raymond A. Carye/of Chelseaford, Middlesex formerly and now of Boston, Suffolk County, County, Mass. Lantsorts, Philip C. Humphrey of Newton, Middlesex County, Massachusetts and Joseph J. Marrore of Lexington, Middlesex County, Massachusetts, as trustees under Declaration of Trust Establishing Northport Realty Trust dated March 3, 1971 and recorded in the Cumberland County (Maine) Registry of Deeds) in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City of Portland, County of Cumberland and in the location and State of Maine, along the route/as now staked out, extending in a southwesterly direction from pole #42 Allen Avenue to new pole #42.01 #42.01, also the further right to place additional poles and underground cables and transformers as in the future may be required on land of this grantor, location to be agreed upon at that time.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgement of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The Grantees, by acceptance of this instrument, agree upon receipt of written notice to them by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating all or any part of this easement to another suitable location on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all

[Handwritten mark]

[Handwritten mark]

all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving. The Grantees, by acceptance of this instrument, agree to repair any damage caused by it in the exercise of any rights herein given to them.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the right and easements hereby conveyed, the same shall become the sole property of the remaining company.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the 12th day of April, 1973.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Henry I. Foster
Elizabeth A. Quinn
Thomas W. Stewart

Raymond A. Carye Trustee As
Philip C. Haughey Aforesaid
Joseph J. Marrone and not
individually

COMMONWEALTH OF MASSACHUSETTS
County of ...Middlesex.....

April 12, 1973

Personally appeared the above named Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone and acknowledged the foregoing instrument to be their free ACT AND DEED, AS TRUSTEES, before me,

Elizabeth A. Quinn
Notary Public

My Commission Expires

JUN 5 1973
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 9 11 - AM, and recorded in
BOOK 3486 PAGE 225 *W. Curtis Hughes* Registrar



11910

KNOW ALL MAN BY THESE PRESENTS, that Raymond A. Carye of Chelmsford, Middlesex County, Massachusetts, Philip C. Haughey of Newton, Middlesex County, Massachusetts and Joseph J. Marrone of Lexington, Middlesex County, Massachusetts, as trustees under Declaration of Trust Estblishing Northport Realty Trust dated March 7, 1971 and recorded in the Cumberland County (Maine) Registry of Deeds in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City of Portland, County of Cumberland and State of Maine, along the route as now staked out, extending in a northeasterly direction from pole #C156 Washington Avenue to new pole #1 Grant Line, thence underground, southwesterly a distance of about 110' and to include transformer to be mounted on concrete pad of this grantor, also the further right to place additional poles and underground cables and transformers as in the future may be required on land of this grantor, location to be agreed upon at that time.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The Grantor shall have the right to revoke said easement. The Grantees, by acceptance of this instrument, agree upon receipt of written notice to them by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating

Easement

Book 3182

Easement G

441

14172

41-1249

KNOW ALL MEN BY THESE PRESENTS, that Raymond A. Carye of Chelmsford, Middlesex County, Massachusetts, Philip C. Haughey of Newton, Middlesex County, Massachusetts, and Joseph J. Marrone of Lexington, Middlesex County, Massachusetts, as Trustees under Declaration of Trust Establishing Northport Realty Trust dated March 3, 1971 and recorded in the Cumberland County (Maine) Registry of Deeds

in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence together with the necessary poles, wires, cables, cross-arms, braces, anchors, guy and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City of Portland, Cumberland County of Maine and State of Maine, along the route as now stated out, extending in a northeasterly direction from pole #0156 Washington Avenue to pole #1 Crank Line (so called), thence easterly to pole #2, thence northeasterly to pole #3, 4, 5, thence northerly to pole #6. Also the further right to construct, rebuild, operate, maintain and remove underground cables encased in conduit of this Grantor, extending from aforementioned poles where necessary. The aforesaid route is more particularly shown upon the plan attached hereto and made a part hereof. It is agreed that said equipment shall be and remain the property of the Grantees and that the Grantees shall pay all taxes assessed thereon.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location; together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

The Grantor shall have the right to pave over said easement. The Grantees, by acceptance of this instrument, agree upon receipt of written notice to them by the Grantor, its successors or assigns, within 180 days thereafter to commence relocating all or any part of this easement to another suitable location or locations on said premises designated by the Grantor and to move all equipment and appurtenances connected therewith provided that the Grantor, its successors and assigns, pays all of the cost and expense of such moving. The Grantees, by acceptance of this instrument, agree to repair any damage caused by it in the exercise of any rights herein given to them.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the rights and easements hereby conveyed, the same shall become the sole property of the remaining company. The agreements of the Grantees herein shall be deemed to be joint and several.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the 20th day of MAY, 1971.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

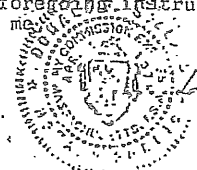
Charles W. Street
Charles H. Hart

Raymond A. Carye) Trustee As
Joseph J. Marrone) Aforesaid
Joseph J. Marrone) and not
Joseph J. Marrone) Individually

COMMONWEALTH OF MASSACHUSETTS

County of MIDDLESEX, MAY 20, 1971

Personally appeared the above named Raymond A. Carye and Joseph J. Marrone and acknowledged the foregoing instrument to be their free act and deed, as Trustees, before me



Donald H. Blum
Notary Public

(Seal)

STATE OF MAINE
CUMBERLAND, ss. REGISTRY OF DEEDS
Received at 9 H - M A M on JUL 27 1971 and recorded in
Book 3182 Page 441
Marrone & Haughey Deeds Registrar

We have and in hold the same, together with all the privileges and appurtenances thereunto belonging, to them the said Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, in their said capacity,

their successors ~~XEROX~~ and Assigns forever.

In Witness Whereof, the said CITY OF PORTLAND

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John G. DePalma

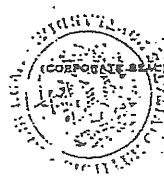
, its Director of Finance

thereunto duly authorized, this 18th day of May in the year one thousand nine hundred and Seventy-one.

Signed, Sealed and Delivered in presence of

Patricia E. Meally

CITY OF PORTLAND
By *John G. DePalma*
Director of Finance



State of Maine, Cumberland ss. May 18 19 71.

Personally appeared the above named JOHN G. DE PALMA

Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Patricia E. Meally
Justice of the Peace
Notary Public

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE MAY 20 1971
Received at 2 H 7 P.M. and recorded in
BOOK 3170 PAGE 8-27 to City of New Len Register

Book 3170

Easement F

7852

Know All Men by These Presents,

822

That the CITY OF PORTLAND, a body politic and corporate, located

~~in the County of Cumberland and State of Maine~~

~~in the County of Cumberland and State of Maine~~

in the County of Cumberland and State of Maine

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, Trustees of Northport Realty Trust under declaration of trust dated March 3, 1971, and recorded with the Cumberland County Registry of Deeds

the receipt whereof it does hereby acknowledge, does hereby ~~return~~

~~return~~, ~~margin~~, ~~all~~ ~~convey~~ and ~~transfer~~ ~~Quit-Claim~~ unto the said

Raymond A. Carye, Philip C. Haughey and Joseph J. Marrone, in their said capacity,

their successors ~~and~~ and assigns forever,

All its right, title and interest in and to the following described right-of-way:

Beginning at a point in the northeasterly sideline of Washington Avenue. Said point of beginning being 181.60 feet southeasterly along the said northeasterly sideline of Washington Avenue from its intersection with the southeasterly sideline of Allen Avenue; thence northeasterly, making an included angle of 83° 19' through the north with the northwesterly direction of the said northeasterly sideline of Washington Avenue, a distance of 68.25 feet to a point; thence southeasterly, making a deflection angle to the right of 63° 12', a distance of 244.85 feet to a point; thence again southeasterly, making a deflection angle to the right of 28° 01', a distance of 430.60 feet to a point; thence again southeasterly, making a deflection angle to the left of 17° 30', a distance of 107.40 feet to a point; thence northeasterly, making an included angle of 94° 17' through the north, with the northwesterly direction of the last described course, a distance of 102.00 feet to a point and an intersection with the westerly sideline of a right-of-way taken by the Municipal Officers on June 15, 1953, City of Portland Records, Vol. 71, Page 278.

The above described right-of-way is 20 feet in width in its first course and 30 feet wide in its remaining courses and lies equally on each side of the above described line.

FIRST NATIONAL STORES INC.

CERTIFICATE OF VOTE

I, Richard L. Kemsey, Assistant Clerk of First National Stores Inc., hereby certify that the following is a true copy of a vote unanimously passed by the Executive Committee of the Board of Directors of First National Stores Inc. at a duly called meeting held on September 15, 1969, at which meeting a quorum was present and voting:

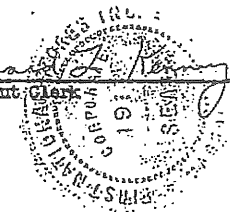
"VOTED: That the President, each Vice President, the Treasurer and the Secretary of this Corporation are hereby severally authorized to execute and deliver, under the corporate seal of and in the name and on behalf of this Corporation, and the Secretary and the Assistant Clerk of this Corporation are hereby authorized to join in the execution of or to attest, such deeds, mortgages, assignments or discharges of mortgages, or partial assignments or discharges of mortgages, leases, including net-leases from Westby Realty Inc., a Delaware corporation, and any lease supplements, amendments, terminations, or assignments of lease related thereto, easements, licenses or agreements or options for the purchase, sale, transfer or exchange of real estate or any interest therein, and any and all other documents, or instruments which may be necessary or convenient in connection with the foregoing, all such documents, instruments and agreements to be in such form and to contain such terms and conditions as shall be approved by the officers of this Corporation executing the same, such approval to be evidenced conclusively by such execution."

I further certify that Kerry R. Lyles is a Vice President of this Corporation and that no action has been taken to modify, amend or rescind said vote and that the same is now in full force and effect.

A true copy,

ATTEST:

May 7, 1971

Richard L. Kemsey
Assistant Clerk


REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE MAY 12 1971
Received at 2:33 P.M. and recorded in
BOOK 3169 PAGE 628 *W. Lyles* Register

631

TO HAVE AND TO HOLD, the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE as they are Trustees of NORTHPORT REALTY TRUST, their successors and assigns, to their use and behoof forever.

AND, the said Grantor Corporation does hereby GOVERNANT with the said Grantee, its successors and assigns, that it is lawfully seised in fee of the premises, and that they are free of all encumbrances; except as aforesaid, that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will WARRANT AND DEFEND the same to the said Grantee, their successors and assigns forever, against the lawful claims and demands of all persons.

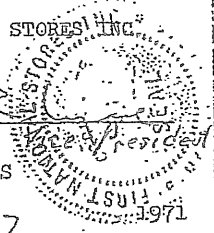
IN WITNESS WHEREOF, the said FIRST NATIONAL STORES INC. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by *Kerry R. Lyne* its Vice President, thereunto duly authorized this 7th day of *May* in the year one thousand nine hundred and seventy-one.

SIGNED, SEALED AND DELIVERED in the Presence of:

FIRST NATIONAL STORES INC.

[Signature]

By *[Signature]*



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

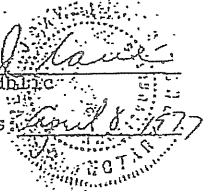
May 7

Then personally appeared the above named *Kerry R. Lyne* Vice President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his capacity, and the free act and deed of said Corporation,

Before me,

[Signature]
Notary Public

My commission expires: *April 8, 1972*



The within conveyance is made subject to a thirty (30) foot sewer right of way as designated "30' Sewer Right of Way - Right of Way Acquired by City in 1931" on a plan entitled "Plan of Property in Portland, Maine made for New England Land Company" by H. I. & E. C. Jordan, Surveyors, said plan being dated May 28, 1970 revised April 6, 1971 to be recorded with Cumberland County Registry of Deeds, said easement being filed in the Orders of the City of Portland in Book 57, Pages 104, 238 and 240.

The within conveyance is made subject to a one hundred foot (100') sewer right of way as delineated on the aforementioned plan as "Fall Brook Branch 100' Sewer Right of Way", said right of way being duly filed with the City of Portland Records in Book 71, Page 278.

The within conveyance is made subject to a taking by the City of Portland as set forth in an Order of said City dated September 21, 1917 filed in the City of Portland Records; Book 45, Page 86.

The within conveyance is made subject to the rights of others in and to Fall Brook, so-called, which crosses the premises within the area marked "Fall Brook 100' Right of Way" as shown on the aforementioned plan.

The within conveyance is made subject to rights of others to drain the spring located on the Lappin and Barton properties as shown on said plan.

The within conveyance is made subject to the rights of the owners of the Thomas Conroy Parcel in a portion of a driveway appurtenant to said Conroy Parcel on the premises herein described as shown on the aforementioned plan and to plantings appurtenant to the David R. Marley Parcel as shown on said plan.

The within conveyance is made subject to the right, title and interest in any third party in and to Portion 1 and Portion 2 as shown on the aforementioned plan.

NORTHWESTERLY by Allen Avenue, as shown on said plan, one hundred six and 50/100 (106.50) feet;

EASTERLY by land of Thomas Conroy, as shown on said plan, one hundred fifty-one and 62/100 (151.62) feet;

NORTHWESTERLY by land of said Conroy, Lina M. Herrick and Albert D. Lappin, all as shown on said plan, two hundred forty-eight and 63/100 (248.63) feet;

EASTERLY by land of Frances E. Barton, as shown on said plan, fifty (50) feet;

NORTHWESTERLY by land of said Barton, as shown on said plan, two hundred eighteen and 14/100 (218.14) feet;

SOUTHWESTERLY by land of said Barton, as shown on said plan, ninety-three and 95/100 (93.95) feet;

NORTHWESTERLY by land of David R. Marley, Clifford L. Brown, Henry E. Brockett, David L. Abbiati, all as shown on said plan, two hundred forty-two and 58/100 (242.58) feet;

EASTERLY by land of Norman Durost, as shown on said plan, by three (3) courses measuring respectively, one hundred sixty-nine and 72/100 (169.72) feet, one hundred fifty-eight and 08/100 (158.08) feet and two hundred thirty and 40/100 (230.40) feet;

SOUTHEASTERLY by land of Florence B. Oberg Heirs by three (3) courses measuring respectively, one hundred thirty-six and 62/100 (136.62) feet, one hundred forty-eight and 34/100 (148.34) feet and one hundred thirty and 09/100 (130.09) feet;

SOUTHEASTERLY but more SOUTHERLY by land of Melvin E. Works, Wadco Street, Harold Gower, Ann Molbeck, Gertrude Bailey, Grant Hughes Heirs, G. W. Judkins, Warren J. Turner, John C. Richio, Thurlow Street, land of Leslie E. Everette and land of Laura M. Gaudette, all as shown on said plan, by three (3) courses measuring respectively, five hundred twenty-nine and 78/100 (529.78) feet, one hundred (100) feet and one hundred eighty-seven and 35/100 (187.35) feet;

WESTERLY by land of Simpson Memorial Church, The Christian and Missionary Alliance and land of Edward M. Chute, as shown on said plan, one hundred sixty-five (165) feet;

SOUTHERLY by land of said Chute, two hundred eighty-nine and 60/100 (289.60) feet.

For Grantor's title see deed recorded immediately prior hereto.

Book 3169

Lot 1

Easements A, B, C, D, & E

Map 401, Block A, Lot 5
Map 402, Block A, Lot 10
Map 401, Block A, Lot 44

628

622

1287

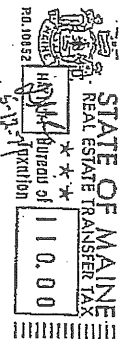
KNOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL STORES INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts with a principal place of business at 5 Middlesex Avenue, Somerville, Massachusetts, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE as they are Trustees of NORTHPORT REALTY TRUST with a usual place of business at 88 Turnpike Road, Chelmsford, Massachusetts 01824, said Trust being dated March 3, 1971 recorded with Cumberland County Registry of Deeds, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said RAYMOND A. CARYE, PHILIP C. HAUGHEY and JOSEPH J. MARRONE, Trustees as aforesaid, their successors and assigns, forever, the following described real estate:

A twenty-one (21) acre parcel of land situated in Portland, Cumberland County, Maine being delineated as a twenty-one (21) acre parcel on a plan entitled "Plan of Property in Portland, Maine made for New England Land Company" by H. I. & E. C. Jordan, Surveyors dated May 28, 1970* recorded herewith in the Cumberland County Registry of Deeds. ~~to the Book 3169 Page 317~~ Said twenty-one (21) acre parcel of land is more particularly bounded and described as follows:

- WESTERLY by Washington Avenue, as shown on said plan, three hundred seventy-three and 91/100 (373.91) feet;
- NORTHERLY by land of John H. Wine, as shown on said plan, two hundred five and 12/100 (205.12) feet;
- SOUTHWESTERLY by land of said Wine, as shown on said plan, one hundred forty-two (142) feet, more or less;
- SOUTHERLY by land of said Wine, one hundred thirty-seven and 09/100 (137.09) feet;
- WESTERLY by Washington Avenue, as shown on said plan, one hundred eight and 61/100 (108.61) feet;
- NORTHERLY by land of Cumberland Farms Northern Inc., Charles W. Mareston, John Jannace, Theodore Stuart and Goldie R. Young, all as shown on said plan, by three (3) courses measuring respectively, one hundred ninety-two and 90/100 (192.90) feet, one hundred twenty-eight and 75/100 (128.75) feet and ninety-eight and 61/100 (98.61) feet;
- WESTERLY by land of the said Goldie R. Young, two hundred ninety-eight and 29/100 (298.29) feet;

*last revised April 6, 1971 to be

0 2 9 5 5 8



110.00

Appendix B

Existing Easements or Other Burdens

Unit 81

QUITCLAIM DEED
WITH COVENANTS
STATUTORY SHORT FORM
TITLE 33, §775

L. L. BEAN, INC., a Maine corporation with a mailing address of Casco Street, Freeport, Maine 04033, for consideration paid, grant(s) to WGME, Inc., a Maryland corporation with a mailing address of c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road Cockeysville, MD 21030, with Quitclaim Covenants a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, described as follows:

Unit 81 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007 and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29.

DATED this 24th day of January, 2007

L. L. BEAN, INC.

By: *Mark Fasold*
Mark Fasold
Its: Chief Financial Officer

STATE OF MAINE
COUNTY OF CUMBERLAND

January 24, 2007

Personally appeared the above-named Mark Fasold, Chief Financial Officer of L. L. Bean, Inc. and acknowledged the above instrument to be his free act and deed in said capacity and the free act and deed of L. L. Bean, Inc.

Before me,

Cynthia A. Harvey
Notary Public/Attorney-at-Law

Cynthia A. Harvey
(Print Name)

My commission expires 9-28-08

SEAL

MAINE REAL ESTATE TAX PAID

Received
Recorded Register of Deeds
Jan 30 2007 11:32:10A
Cumberland County
Pamela E. Loyles

Thence turning and running N 46° 39' 10" W, 27.43 feet to a point on the southeasterly side of Allen Avenue;

Thence turning and running along the southeasterly side of Allen Avenue, N 54° 01' 30" E, 88.65 feet to a point;

Thence still running N 54° 01' 30" E, 413.91 feet to a corner;

Thence turning and running S 35° 57' 09" E, 100.00 feet to a corner;

Thence turning and running N 54° 01' 30" E, 242.58 feet to a corner;

Thence turning and running S 20° 42' 54" E, 31.28 feet to a corner;

Thence turning and running N 54° 01' 30" E, 101.32 feet to a corner;

Thence turning and running S 20° 20' 59" E, 91.82 feet to a point;

Thence running S 18° 24' 15" E, 297.49 feet to a corner;

Thence turning and running S 06° 47' 05" W, 186.22 feet to a point;

Thence running S 05° 05' 25" W, 136.34 feet to a point;

Thence running S 09° 13' 00" W, 148.34 feet to a point;

Thence running S 09° 48' 00" W, 130.09 feet to a corner;

Thence turning and running S 53° 03' 55" W, 379.44 feet to a corner;

Thence turning and running S 37° 20' 26" E, 98.72 feet to a point on the northerly side of Gertrude Avenue;

Thence turning and running along the northerly side of Gertrude Avenue, S 52° 39' 35" W, 150.00 feet to a corner;

Thence turning and running N 37° 20' 25" W, 99.79 feet to a corner;

Thence turning and running S 52° 41' 00" W, 100.00 feet to a point;

Thence running S 52° 03' 00" W, 187.35 feet to a corner;

Thence turning and running N 23° 47' 00" W, 46.76 feet to a corner; and

Thence turning and running S 67° 03' 35" W, 308.41 feet to the point of beginning.

Received
Recorded Register of Deeds
Jan 03, 2006 10:12:00A
Cumberland County
John B. O'Brien

EXHIBIT A
(Legal Description)

All those parcels of land (the "Premises") with the buildings and improvements thereon situated on Washington Avenue, Allen Avenue and Gertrude Avenue in Portland, Cumberland County, Maine, being shown as Parcels 4, 5, 6, 7, 8 and 9 on a plan entitled "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen Haskell, Inc., dated December 12, 2005 (the "Final Subdivision Plan Amendment 4"), which was recorded with the Cumberland County Registry of Deeds at Volume 205, Page 801, bounded and described as follows:

Beginning at a point on the easterly side of Washington Avenue, said point being the southwesterly corner of the herein described Premises, and also the northwesterly corner of the "Simpson Memorial Church the Christian and Missionary Alliance" lot as shown on the Final Subdivision Plan Amendment 4;

Thence running along said Washington Avenue, N 15° 04' 00" W, 200.38 feet to a point;

Thence still running along said Washington Avenue, N 15° 04' 00" W, 100.00 feet to a corner;

Thence turning and running N 39° 38' 32" E, 46.34 feet to a corner;

Thence turning and running N 77° 27' 35" E, 112.11 feet to a corner;

Thence turning and running N 15° 47' 50" W, 15.00 feet to a corner;

Thence turning and running N 77° 27' 35" E, 83.00 feet to a corner;

Thence turning and running N 16° 05' 00" W, 167.70 feet to a corner;

Thence turning and running S 74° 13' 30" W, 24.47 feet to a corner;

Thence turning and running N 44° 11' 00" W, 12.60 feet to a corner;

Thence turning and running N 19° 44' 05" W, 226.58 feet to a corner;

Thence turning and running N 68° 03' 00" E, 10.95 feet to a point;

Thence running N 68° 30' 00" E, 157.05 feet to a point;

Thence still running N 68° 30' 00" E, 85.73 feet to a corner;

Thence turning and running N 14° 31' 45" W, 149.05 feet to a corner;


Thence turning and running N 03° 36' 13" W, 133.12 feet to a corner;

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX, ss.

December 28, 2005

Then personally appeared the above-named Raymond A. Carye, as Trustee and not individually, of Northport Realty Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee on behalf of said Trust.

Before me,


Notary Public: GARY BEECHER
My Commission expires: 2/3/2006


SEAL

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX, ss.

December 28, 2005

Then personally appeared the above-named Barbara F. Carye, as Trustee and not individually, of Northport Realty Trust, and acknowledged the foregoing instrument to be her free act and deed as Trustee on behalf of said Trust.

Before me,


Notary Public: GARY BEECHER
My Commission expires: 2/3/2006


SEAL

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX, ss.

December 28, 2005

Then personally appeared the above-named Edward F. Carye, as Trustee and not individually, of Northport Realty Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee on behalf of said Trust.

Before me,


Notary Public: GARY BEECHER
My Commission expires: 2/3/2006

SEAL

WITNESS our hands and seals this 28th day of December, 2005.

WITNESSETH:

NORTHPORT REALTY TRUST

Joanne Corbay

By: Raymond A. Carye
Raymond A. Carye, Trustee and
Not Individually

Joanne Corbay

By: Barbara F. Carye
Barbara F. Carye, Trustee and
Not Individually

Joanne Corbay

By: Edward F. Carye
Edward F. Carye, Trustee and
Not Individually

8. Lina M. Herrick by and through Marilyn H. Lewis and Louine Haughn, Co-conservators, dated November 22, 1988 and recorded in Book 8568, Page 289;
9. James S. Barton, Frances M. Barton and Mary F. Picavet, dated May 5, 1989 and recorded in Book 8746, Page 301;
10. Edward F. Carye, dated February 2, 1998 and recorded in Book 13590, Page 97; and
11. Edward F. Carye and Christine A. Carye, dated February 2, 1998 and recorded in Book 13590, Page 99.

[SIGNATURE PAGE FOLLOWS]

TRUSTEES' DEED

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 ("Grantor"), by the power conferred by law, and every other power, for SIX MILLION DOLLARS (\$6,000,000.00) paid, grants to L. L. Bean, Inc., a Maine Corporation, having a place of business at Casco Street, Freeport, Maine 04033 ("Grantee") all those parcels of land (the "Premises") with the buildings and improvements thereon situated on Washington Avenue, Allen Avenue and Gertrude Avenue in Portland, Cumberland County, Maine, being shown as Parcels 4, 5, 6, 7, 8 and 9 on a plan entitled "Final Subdivision Plan Amendment 4 Standard Boundary Survey on Washington Avenue & Allen Avenue, Portland, Maine, Made for Owner of Record: Northport Realty Trust" by Owen Haskell, Inc., dated December 12, 2005 and recorded with the Cumberland County Registry of Deeds at Volume 205, Page 801 (the "Final Subdivision Plan Amendment 4"), and further bounded and described on Exhibit A attached hereto and made a part hereof.

The Premises are conveyed subject to an easement for vehicular access granted in the Deed from Grantor to Portland Regional Federal Credit Union dated June 9, 1992 and recorded with Cumberland County Registry of Deeds in Book 10157, Page 41, (the "Parcel 1 Deed"), and located within the area designated as "Ingress and Egress Access Easement for Benefit of Parcel 1" shown on the subdivision plan entitled "Final Subdivision Plan Amendment 2" dated April 23, 1992 and recorded with said Registry of Deeds as Plan Book 192, Page 116.

The Grantor hereby assigns to Grantee all of Grantor's right in and to the sign easement located on Parcel 1, which sign easement is reserved by Grantor in the Parcel 1 Deed. Grantee shall be responsible for the maintenance, repair and replacement of the sign easement in accordance with the terms and provisions set forth in the Parcel 1 Deed.

The Premises are conveyed subject to and with the benefit of (1) the Reciprocal Easement and Restrictions Agreement recorded immediately subsequent to this Trustee's Deed, and (2) the Release Deed from Grantor to the City of Portland, Maine recorded immediately prior to this Trustee's Deed. The Premises are further conveyed subject to and with the benefit of all rights, easements, agreements, covenants, leases and restrictions of record, if any, insofar as the same are now in force and applicable.

For Grantor's Title see Deeds to Grantor from the following:

1. First National Stores, Inc., dated May 7, 1971 and recorded in Book 3169, Page 628;
2. Warren J. Turner, dated August 24, 1971 and recorded in Book 3189, Page 807;
3. Gerald W. Judkins, dated August 30, 1971 and recorded in Book 3189, Page 809;
4. Edward M. Chute and Gloria D. Chute, dated September 10, 1971 and recorded in Book 3196, Page 264;
5. Guy E. Young and Goldie R. Young, dated March 17, 1972 and recorded in Book 3216, Page 670;
6. Robert F. Kirk and Vicki D. Kirk, dated October 11, 1985 and recorded in Book 6930, Page 250;
7. Lee M. Andrews, dated October 8, 1987 and recorded in Book 8011, Page 14;

QUITCLAIM DEED WITH COVENANT
STATUTORY SHORT FORM
TITLE 33, §775

L. L. BEAN, INC., a Maine corporation, having a mailing address of Casco Street, Freeport, Maine 04033, for consideration paid, grants to MARTIN'S POINT HEALTH CARE, INC., a Maine nonprofit corporation, having a mailing address of P.O. Box 9746, Portland, Maine 04112, with Quitclaim Covenant, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, described as follows:

Unit 27 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007, and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29, as amended by First Amendment dated as of May 29, 2007, recorded in said Registry of Deeds in Book 25161, Page 215, and in the First Amended Condominium Plats and Plans incorporated into said Declaration and recorded in said Registry of Deeds in Plan Book 207, Pages 267-272.

Unit 27 is hereby conveyed together with:

1. An exclusive right to use the Limited Common Elements appurtenant to the Unit as specified in said Declaration, and shown on said Plats and Plans; and
2. All rights and easements as described in said Declaration.

Being a portion of the premises conveyed to L. L. Bean, Inc. by trustees' deed of Raymond A. Carye, Barbara F. Carye and Edward F. Carye, as Trustees of Northport Realty Trust, as amended, dated December 28, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23553, Page 60.

DATED this 21st day of September, 2010

L. L. BEAN, INC.

By: *Christopher J. McCormick*
Name: Christopher J. McCormick
Its: Chief Executive Officer and President

STATE OF MAINE
COUNTY OF CUMBERLAND

September 21, 2010

Personally appeared the above-named Christopher J. McCormick, Chief Executive Officer and President of L.L. Bean, Inc., and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of L. L. Bean, Inc.

SEAL

Before me,
Cynthia A. Harvey
Notary Public/Attorney-at-Law

Cynthia A. Harvey
(Print Name)

My Commission Expires: September 29, 2015

Received
Recorded Register of Deeds
Sep 24, 2010 09:35:10A
Cumberland County
Pamela E. Lovley

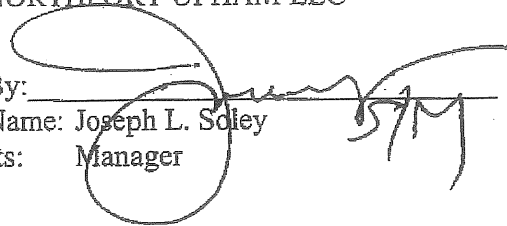
MAINE REAL ESTATE TAX PAID

NORTHPORT UPHAM LLC SIGNATURE PAGE

DATED: March 31, 2008

NORTHPORT UPHAM LLC

By: _____
Name: Joseph L. Soley
Its: Manager




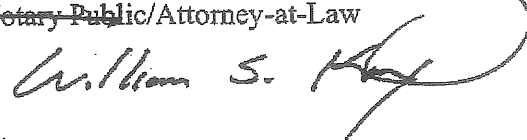
STATE OF MAINE
COUNTY OF CUMBERLAND

March 31, 2008

Personally appeared the above-named Joseph L. Soley, Manager of Northport Upham LLC, and acknowledged the above instrument to be his free act and deed in that capacity and the free act and deed of Northport Upham LLC.

Before me,



Notary Public/Attorney-at-Law


Received
Recorded Register of Deeds
Apr 04, 2008 02:01:39P
Cumberland County
Pamela E. Lovley

arising under the Sublease. Northport Upham LLC agrees to defend, indemnify and hold L. L. Bean harmless with respect to any and all claims, expenses, liabilities, damages and losses which L. L. Bean may incur or suffer on and after the closing date as a result of the failure of Northport Upham LLC, its successors or assigns, on or after the closing date, to fulfill any of their duties or obligations arising as landlord under the Sublease.

L. L. Bean confirms to Liberty Mutual Insurance Company that it has conveyed Unit 56 of the Northport Business Park Condominium to Northport Upham LLC and has assigned all of its rights as Landlord under the Sublease to Northport Upham LLC. Liberty Mutual Insurance Company is authorized and directed to pay all future rents and other amounts due to the Landlord under the Sublease to Northport Upham LLC.

DATED: March 28, 2008

L. L. BEAN, INC.

By: *Christopher J. McCormick*
Name: Christopher J. McCormick
Its: Chief Executive Officer

STATE OF MAINE
COUNTY OF CUMBERLAND

March 28, 2008

Personally appeared the above-named Christopher J. McCormick, Chief Executive Officer of L. L. Bean, Inc., and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of L. L. Bean, Inc.

Before me,

Cynthia A. Harvey
Notary Public/Attorney-at-Law
Cynthia A. Harvey
(Print Name)

SEAL

**QUITCLAIM DEED WITH COVENANT
STATUTORY SHORT FORM
TITLE 33, §775
WITH INCORPORATED ASSIGNMENT OF SUBLEASE**

L. L. BEAN, INC., a Maine corporation, with a mailing address of Casco Street, Freeport, Maine 04033, for consideration paid, grants to **NORTHPORT UPHAM LLC**, a Maine limited liability company, with a mailing address of P.O. Box 4894, Portland, Maine 04112, with **Quitclaim Covenant**, a certain lot or parcel of land situated in the City of Portland, Cumberland County, Maine, described as follows:

Unit 56 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007, and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29, as amended.

Being a portion of the premises conveyed to L. L. Bean, Inc. by trustees' deed of Raymond A. Carye, Barbara F. Carye and Edward F. Carye, as Trustees of Northport Realty Trust, as amended, dated December 28, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23553, Page 60.

L. L. Bean, Inc. also assigns to Northport Upham LLC its rights as landlord under a certain sublease dated March 31, 2004, between L. L. Bean, Inc. and Liberty Mutual Insurance Company ("Sublease"). Northport Upham LLC assumes the obligations of landlord under the Sublease that arise on or after the closing date.

L. L. Bean warrants and represents to Northport Upham LLC that L. L. Bean is the sole owner of the landlord's interests under the Sublease, and L. L. Bean, for itself and its successors and assigns, will warrant and forever defend the landlord's interests under the Sublease to Northport Upham LLC, its successors and assigns, against the claims of all persons lawfully claiming the same or any part of the same, by, through or under L. L. Bean,

L. L. Bean agrees to defend, indemnify and hold Northport Upham LLC harmless with respect to any and all claims, expenses, liabilities, damages and losses which Northport Upham LLC may incur or suffer on and after the closing date as a result of L. L. Bean's failure, before the closing date, to fulfill any of its duties or obligations

MAINE REAL ESTATE TAX PAID

QUITCLAIM DEED

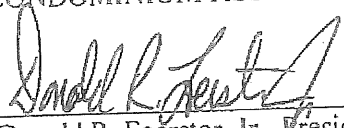
KNOW ALL MEN BY THESE PRESENTS, THAT NORTHPORT BUSINESS PARK CONDOMINIUM ASSOCIATION, whose mailing address is c/o Bibeau & Company, Inc., 340 Fore Street, Portland, Maine 04101, does release and quitclaim to 1321 Associates, LLC, whose mailing address is 1976 Washington Avenue, Portland, Maine 04103, the premises described as follows:

Unit 15 of the Northport Business Park Condominium, together with an undivided interest in the Common Elements of the Condominium established by the Declaration of Northport Business Park Condominium dated as of January 1, 2007 and recorded in the Cumberland County Registry of Deeds at Book 24766, Page 29, as amended.

DATED this 27 day of May, 2011

Received
Recorded Register of Deeds
May 31, 2011 11:13:45A
Cumberland County
Pamela E. Lovley

NORTHPORT BUSINESS PARK
CONDOMINIUM ASSOCIATION

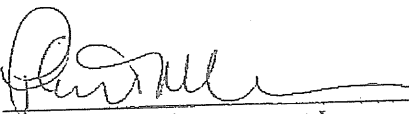

Donald R. Foerster, Jr., President

STATE OF MAINE,
Cumberland County

May 27, 2011

Personally appeared the above-named Donald R. Foerster, Jr., President of Northport Business Park Condominium Association and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of Northport Business Park Condominium Association.

Before me,


Notary Public/Attorney at Law



MAINE REAL ESTATE TAX PAID

Appendix A

Evidence of Right, Title and Interest

-
-
-
-
-
-
-

<input type="checkbox"/>	<i>Proposed signage.</i>
<input type="checkbox"/>	<i>Identification of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code). Wetlands must be delineated.</i>
<input type="checkbox"/>	<i>Proposed alterations to and protection measures for of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).</i>
<input type="checkbox"/>	<i>Total area and limits of proposed land disturbance.</i>
<input type="checkbox"/>	<i>Soil type and location of test pits and borings.</i>
<input type="checkbox"/>	<i>Details of proposed pier rehabilitation (Shoreland areas only).</i>
<input type="checkbox"/>	<i>Existing and proposed easements or public or private rights of way.</i>

General Submittal Requirements – Final Plan (Required)

Level III Site Plan

Final Plan Phase Check list (including items listed above in General Requirements for Preliminary Plan, if applicant did not elect to submit for a preliminary plan review)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of financial and technical capacity.
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of utilities' capacity to serve the development.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of fire safety (referencing NFPA fire code and Section 3 of the City of Portland Technical Manual).
<input type="checkbox"/>	<input type="checkbox"/>	1	Construction management plan.
<input type="checkbox"/>	<input type="checkbox"/>	1	Traffic Plan (if development will (1) generate 100 or more PCE or (2) generate 25 or more PCE and is located on an arterial, within 1/2 mile of a high crash location, and/or within 1/4 mile of an intersection identified in a previous traffic study as a failing intersection).
<input type="checkbox"/>	<input type="checkbox"/>	1	Stormwater management plan.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of solid waste generation and proposed management of solid waste.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of conformity with applicable design standards.
<input type="checkbox"/>	<input type="checkbox"/>	1	Manufacturer's verification that HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Final Plan Phase		Number of Copies	Written Submittal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	1	Final Site Plan Including the following
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures on the site with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways. Proposed curb lines must be shown.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed loading and servicing areas, including applicable turning templates for delivery vehicles
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed snow storage areas or snow removal plan.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed trash and recycling facilities.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location and details of proposed infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, public transit infrastructure, roadway improvements).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed septic system, if not connecting to municipal sewer. (Portland Waste Water Application included in this application)
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed finish floor elevation (FFE).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Exterior building elevation(s) (showing all 4 sides).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed stormwater management and erosion controls.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Exterior lighting plan, including street lighting improvements..

General Submittal Requirements – Preliminary Plan (Optional)

Level III Site Plan

Preliminary Plan Phase Check list (if elected by applicant)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1	Completed application form
<input type="checkbox"/>	<input type="checkbox"/>	1	Application fees
<input type="checkbox"/>	<input type="checkbox"/>	1	Written description of project
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of right, title and interest.
<input type="checkbox"/>	<input type="checkbox"/>	1	Copies of required State and/or Federal permits.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of proposed project's compliance with applicable zoning requirements.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written description of existing and proposed easements or other burdens.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written requests for waivers from individual site plan and/or technical standards, where applicable.
<input type="checkbox"/>	<input type="checkbox"/>	1	Traffic analysis (may be preliminary, in nature, during the preliminary plan phase).
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of significant natural features located on the site.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of project's consistency with related city master plans.
<input type="checkbox"/>	<input type="checkbox"/>	1	Neighborhood Meeting Material (refer to page 13 of this application.)
Applicant Checklist	Planner Checklist	Number of Copies	Site Plan Submittal Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1	Boundary Survey meeting the requirements of Section 13 of the City of Portland Technical Manual.
<input type="checkbox"/>	<input type="checkbox"/>	1	Preliminary Site Plan including the following: (*information provided may be preliminary in nature during preliminary plan phase):
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities (preliminary layout).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, transit infrastructure, roadway improvements).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary stormwater management and erosion control plan.
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b) 1. of the Land Use Code).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Proposed alterations to and protection measures for significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed easements or public or private rights of way.

PROJECT DATA

The following information is required where applicable, in order complete the application.

Total Area of Site	926,335 sq. ft.
Proposed Total Disturbed Area of the Site	(No new construction) 0 sq. ft.
(If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland)	
Impervious Surface Area	
Impervious Area (Existing)	N/A sq. ft.
Impervious Area (Proposed)	N/A sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Existing)	N/A sq. ft.
Building Footprint (Proposed)	N/A sq. ft.
Floor Area (Existing)	N/A sq. ft.
Floor Area (Proposed)	N/A sq. ft.
Zoning	
Existing	B2 & R3
Proposed, if applicable	
Land Use	
Existing	Business
Proposed	Business
Residential, If applicable	
Residential Units (Existing)	
Residential Units (Proposed)	
# Number of Lots (Proposed)	
Affordable Housing Units (Proposed)	
Efficiency Units (Proposed)	
One-Bedroom Units (Proposed)	
Two-Bedroom Units (Proposed)	
Three-Bedroom Units (Proposed)	
Parking Spaces	
Parking Spaces (Existing)	1006 (including 25 handicap)
Parking Spaces (Proposed)	Same: 1006 (including 25 handicap)
Handicapped Spaces (Proposed)	
Bicycle Parking Spaces	
Bicycle Spaces (Existing)	
Bicycle Spaces (Proposed)	
Estimated Cost of Project	\$0 (no construction)

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Submissions shall include one (1) paper packet with folded plans containing the following materials:

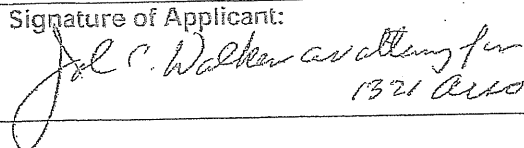
1. One (1) full size set of plans that must be folded.
2. One (1) copy of all written materials as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
6. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant:  Joel C. Walker as attorney for 1321 Associates LLC	Date: 5/16/2013
---	--------------------

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

<p>Level III Development (check applicable reviews)</p> <p><input type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)</p> <p>-----</p> <p>The City invoices separately for the following:</p> <ul style="list-style-type: none">- Notices (\$.75 each)- Legal Ad (% of total Ad)- Planning Review (\$40.00 hour)- Legal Review (\$75.00 hour) <p>Third party review is assessed separately.</p>	<p>Other Reviews (check applicable reviews)</p> <p><input type="checkbox"/> Traffic Movement (\$1,000) <input type="checkbox"/> Stormwater Quality (\$250) <input checked="" type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots <u>2</u> x \$25/lot = <u>\$550</u> <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots <u> </u> x \$200/lot = <u> </u></p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation</p>
<p>Plan Amendments (check applicable reviews)</p> <p><input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500)</p>	

Engineer Name: Sebago Technics, Inc. Address: 75 John Roberts Rd, Suite 1A City/State : South Portland, Maine Zip Code: 04106	Engineer Contact Information Work # 207-200-2058 Cell # 207-831-9470 Fax# 207-856-2206 e-mail: mek@sebagotechnics.com
Surveyor Name: Matthew Ek - Sebago Technics, Inc. Address: 75 John Roberts Rd, Suite 1A City/State : South Portland, Maine Zip Code: 04106	Surveyor Contact Information Work # 207-200-2058 Cell # 207-831-9470 Fax# 207-856-2206 e-mail: mek@sebagotechnics.com
Architect Name: Address: City/State : Zip Code:	Architect Contact Information Work # Cell # Fax# e-mail:
Attorney Name: John Walker Address: 1321 Washington Ave, Suite 102 City/State : Portland, Maine Zip Code: 04103	Attorney Contact Information Work # 207-878-8070 Cell # 207-232-5009 Fax# e-mail: <u>jwalker4587@aol.com</u> <u>iwalklaw@gmail.com</u>

PROJECT NAME: Northport Business Park

PROPOSED DEVELOPMENT ADDRESS:

1321 Wasington Avenue (A.K.A. 15 Northport Drive) & 56 Northport Drive

PROJECT DESCRIPTION:

Creating parcel boundaries around Units 15 & 56 Northport Business Park to remove them from the Condominium.

CHART/BLOCK/LOT: 401-A-005015 & PRELIMINARY PLAN _____ (date)
401-A-005056 FINAL PLAN 3-19-13 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: John Walker Business Name, if applicable: 1321 Associates, LLC Address: 1321 Washington Ave, Suite 102 City/State : Portland, Maine Zip Code: 04103	Applicant Contact Information Work # 207-878-8070 Home# Cell # 207-232-5009 Fax# e-mail: <u>icwalker4587@aol.com</u> <u>jwalklaw@gmail.com</u>
Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Address: City/State : Zip Code:	Agent/Representative Contact information Work # Cell # e-mail:
Billing Information Name: John Walker Address: 1321 Washington Ave, Suite 102 City/State : Portland, Maine Zip Code: 04103	Billing Information Work # 207-878-8070 Cell # 207-232-5009 Fax# e-mail: <u>icwalker4587@aol.com</u> <u>jwalklaw@gmail.com</u>



Level III – Preliminary and Final Site Plans Development Review Application

Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form to be used for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits. General information pertaining to the thresholds of review and fee structure is contained on page 3 of this application. The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp>

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sf or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sf or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sf or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sf or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sf or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sf of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sf and/or facilities encompassing 20,000 sf or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.



Sebago Technics, Inc.
75 John Roberts Road-Suite 1A
South Portland, ME 04106-6963

Phone (207) 200-2100 FAX (207) 856-2206

LETTER OF TRANSMITTAL

Hand Delivered

DATE: 6/13/13	STI Project 05258
ATTENTION: Shukria Wiar	
RE: Northport Business Park Condo	

TO Department of Planning and Urban Development
Portland City Hall
389 Congress Street
Portland, Maine 04101

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Shop drawings _____

COPIES	DATE	NO.	DESCRIPTION
1	6/12/13	2	Mylar's of the Approved 5 th Amended Subdivision Plans of Northport Business Park with recording information (Plan Book 213 pages 246 & 247)
5	6/12/13	2	Paper copies of the same plans

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS: Let me know if you have any questions. Thanks for your help with this project, hopefully we can work on another project in the future.

COPY TO: _____

Signed: Matthew W. Ek
Matthew W. Ek, PLS

If enclosures are not as noted, kindly notify us at once.

GENERAL NOTES

1. THE RECORD OWNERS OF THE UNITS ARE AS FOLLOWS:

UNIT NUMBER(S)	OWNER	DEED BOOK/PAGE DATE
UNIT 21	MARTIN'S POINT HEALTH CARE, INC.	28107/219 SEPTEMBER 21, 2010
UNITS 43, 49, & 75	L. BEAN, INC.	23553/620 JANUARY 3, 2006
UNIT 81	WHEE, INC.	24199/326 JANUARY 24, 2001
UNIT 15	1321 ASSOCIATES, LLC	28125/333 MAY 21, 2011
UNIT 56	NORTHFORT UPHAM LLC	25950/221 APRIL 4, 2008

* DEED BOOK AND PAGES REFER TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD).

2. THE PROPERTY IS SHOWN ON THE CITY OF PORTLAND TAX MAP 401, BLOCK A, LOTS 005015, 005021, 005043, 005049, 005056, 005015 & 005081.

3. SPACE AND BULK CRITERIA FOR ZONING ARE AS FOLLOWS:

	R-3 ZONE	B-2 ZONE
MIN. LOT SIZE:	6500 SF	10000 SF
MIN. STREET FRONTAGE:	50 FT	50 FT
MIN. LOT WIDTH:	15 FT	50 FT
MAX. LOT COVERAGE:	25 %	25 %
MIN. FRONT SETBACK:	25 FT	10 FT
MIN. SIDE YARD:	1-1.5 STORY 8 FT 2 STORY 14 FT 2.5 STORY 18 FT	10 FT
MIN. SIDE YARD (SIDE ST.):	20 FEET	
MIN. REAR YARD:	25 FT	10 FT
MAX. BUILDING HEIGHT:	35 FT	

4. TOTAL AREA OF PARCEL IS APPROXIMATELY 2121 ACRES.

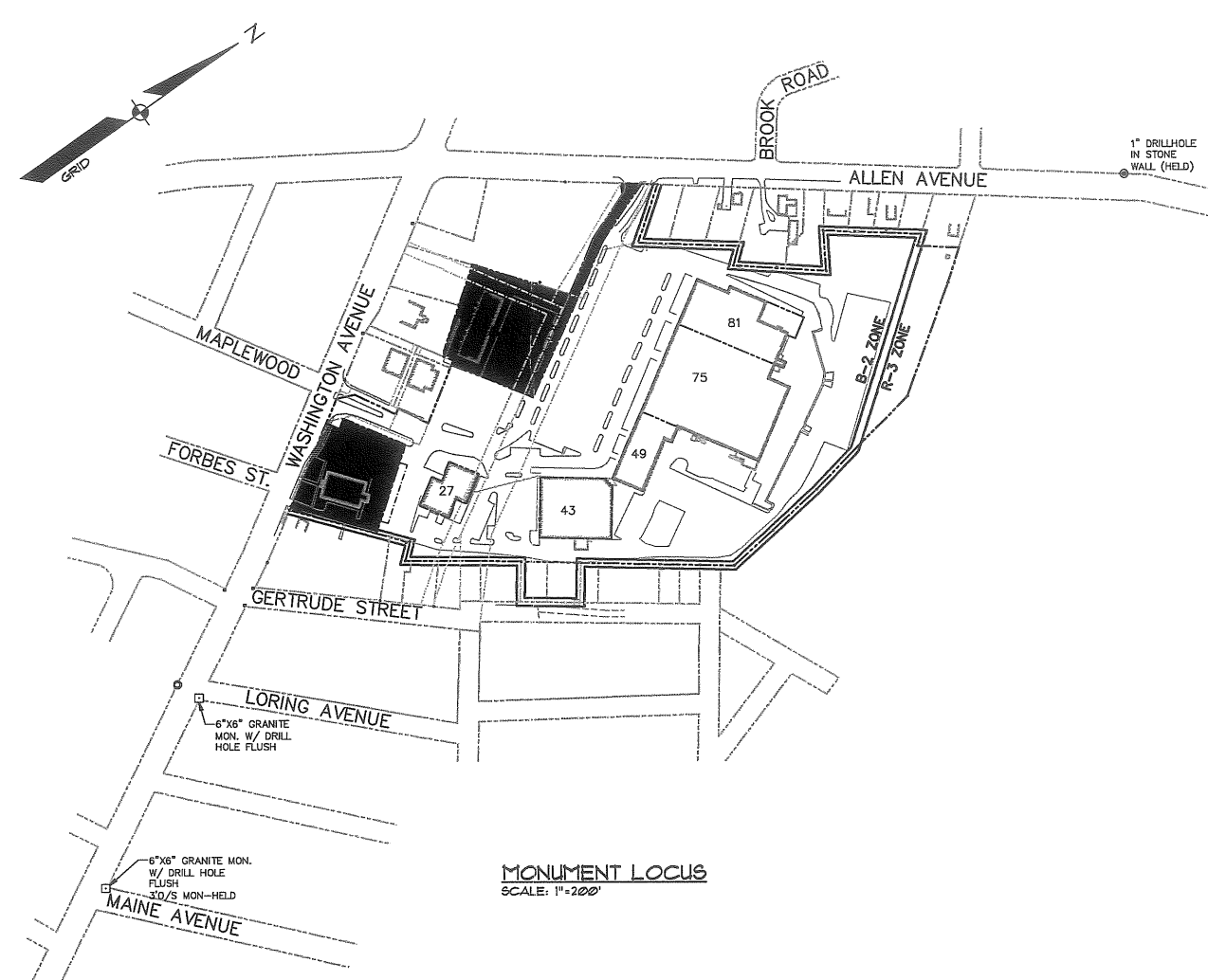
5. PERIMETER BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON A FIELD ALTA LAND TITLE SURVEY CONDUCTED BY SEBAGO TECHNICS, INC. FROM MARCH 7, 2006 TO MARCH 11, 2006. PROPOSED BOUNDARY DIVISION LINES SHOWN WERE CREATED IN 2013.

6. PLAN REFERENCES:
- A. STANDARD BOUNDARY SURVEY FINAL SUBDIVISION PLAN AMENDMENT 4 FOR NORTHFORT REALTY TRUST BY OWEN HASKELL, INC. AND RECORDED IN PLAN BOOK 205, PAGE 801 CCRD DATED DECEMBER 22, 2005.
 - ALSO AMENDMENT 3 SEPT. 10, 1999 RECORDED IN PLAN BOOK 199, PAGE 596, CCRD
 - ALSO AMENDMENT 2 APRIL 23, 1992 RECORDED IN PLAN BOOK 192, PAGE 116, CCRD
 - B. NORTHFORT REALTY TRUST LAND TITLE SURVEY BY HI AND EC JORDAN DATED OCTOBER 26, 1990
 - C. NORTHFORT REALTY TRUST ALTA/ACSM TITLE SURVEY BY HI AND EC JORDAN DATED JAN. 18, 1996.
 - D. PLAN OF PROPERTY FOR NORTHFORT REALTY TRUST BY HI AND EC JORDAN DATED OCT. 31, 1986.
 - E. CONDOMINIUM PLAN THE RESIDENCES AT 453 ALLEN AVENUE FOR F.S. PLUMMER, INC. BY OWEN HASKELL, INC. DATED NOV. 13, 1984 AND RECORDED IN PLAN BOOK 156, PAGE 89 CCRD.
 - F. PLAN OF PROPERTY FOR LENDIARD CORP. BY HI AND EC JORDAN AND RECORDED IN PLAN BOOK 118, PAGE 63, CCRD JAN. 1978
 - G. ALTA/ACSM LAND TITLE SURVEY FOR BRUCE ROYANE HAMILTON ARCHITECT, INC. BY TITCOMB ASSOCIATES DATED MAY 14, 2004.
 - H. PLAN OF WADCO PARK DATED AUGUST, 1905 AND RECORDED IN PLAN BOOK 12, PAGE 11, CCRD
 - I. PLAN OF PROPERTY FOR NORTHFORT REALTY TRUST BY HI AND EC JORDAN DATED NOVEMBER 1911
 - J. PLAN OF FALL BROOK BRANCH SEWER RIGHT OF WAY PLAN DRAWING NO 636/4 DATED APRIL 2, 1953 IN CITY OF PORTLAND, MAINE ENGINEERING OFFICE.
 - K. RECIP. RIGHT-OF-WAY INFORMATION FROM THE PORTLAND PUBLIC WORKS VAULT.
 - L. PLAN OF FALL BROOK SEWER AND DRAINAGE RIGHT-OF-WAY PHASE III OF IV ALLEN AVENUE TO RYE ROAD, BY THE CITY OF PORTLAND PUBLIC SERVICES DEPARTMENT ENGINEERING SECTION, PLAN NUMBER 946/13, DATED MARCH 7, 2011.

7. THE BEARINGS, COORDINATES, AND ELEVATIONS SHOWN HEREON ARE BASED UPON THE MAINE STATE PLANE COORDINATE GRID, WEST ZONE 1802 ON NAD83 IN US FEET.

8. RIGHTS OF WAY OF ALLEN AVENUE AND WASHINGTON AVENUE BASED ON INFORMATION PROVIDED TO SEBAGO TECHNICS, INC. BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT, SPECIFICALLY DRAWINGS E-MAILED TO SEBAGO TECHNICS TITLED ALLENSRT AND ALLENSRT4DFW. REFERENCE IS ALSO MADE TO MDOT PLANS DOT FILE NO 3-489, DATED JANUARY, 2003.

9. LOCUS PARCEL RETAINS THE FOLLOWING EASEMENTS, RIGHT-OF WAY, RESTRICTIONS AND ENCUMBRANCES:
- A. BOOK 3169, PAGE 628, CCRD - 30 FOOT SEWER RIGHT OF WAY TO CITY OF PORTLAND AS DESCRIBED IN ORDERS OF CITY OF PORTLAND IN BOOK 51 PAGES 104, 238-240 IN ENGINEERING OFFICE, CITY OF PORTLAND.
 - B. BOOK 3169, PAGE 628, CCRD - 100 FOOT WIDE SEWER EASEMENT TO THE CITY OF PORTLAND (FALL BROOK BRANCH SEWER) AS DESCRIBED IN CITY OF PORTLAND RECORDS BOOK 71, PAGE 218. SEE ALSO PLAN REFERENCES 6(A) AND 6(L) OF THIS SHEET. LOCATION TAKEN FROM PLAN REFERENCES 6L, BASED UPON FOUND MONUMENTATION.
 - C. BOOK 3169, PAGE 628 CCRD - LOCUS PARCEL ALSO CONVEYED SUBJECT TO A TAKING BY THE CITY OF PORTLAND AS DESCRIBED IN CITY OF PORTLAND RECORDS, BOOK 45, PAGE 86, DATED SEPT. 21, 1971.
 - D. BOOK 3169, PAGE 628 CCRD - LOT SUBJECT TO RIGHTS OF OTHERS IN AND TO FALL BROOK, SO CALLED WHICH CROSSES THE LOCUS PROPERTY WITH "FALL BROOK 100' R/W" AS MENTIONED IN NOTE 6(A).
 - E. BOOK 3169, PAGE 628 CCRD - LOT SUBJECT TO PLANTINGS APPURTENANT TO DAVID R. MARLEY PARCEL.
 - F. BOOK 3110, PAGE 811 CCRD - QUITCLAIM DEED FROM THE CITY OF PORTLAND TO THE TRUSTEES OF NORTHFORT REALTY TRUST DATED MAY 18, 1991.
 - G. BOOK 3182, PAGE 441 CCRD - EASEMENT DEED FROM TRUSTEES OF NORTHFORT REALTY TRUST TO CENTRAL MAINE POWER (CMP) AND NEW ENGLAND TELEPHONE AND TELEGRAPH (NETT) DATED MAY 20, 1971, FOR PURPOSES OF ERECTING POLES FOR OVERHEAD ELECTRICAL TRANSMISSION, AND THEIR MAINTENANCE AND REPAIR FROM POLE # 156, LOCATED ON WASHINGTON AVE. TO POLES # (GRANT LINE) TO POLES # 1 TO # 3 AND 5.
 - H. BOOK 3406, PAGE 125 CCRD - EASEMENT DEED FROM TRUSTEES OF NORTHFORT REALTY TRUST TO CMP AND NETT, DATED APRIL 12, 1973, FOR PURPOSES OF ERECTING, MAINTAINING AND REPAIRING ELECTRICAL TRANSMISSION LINES FROM POLE #156 LOCATED ON WASHINGTON AVE. TO POLE #1 ON LOCUS THENCE UNDERGROUND TO TRANSFORMER ON LOCUS.
 - I. BOOK 3518, PAGE 44 CCRD - EASEMENT DEED FROM TRUSTEES OF NORTHFORT REALTY TRUST TO CMP AND NETT, DATED FEBRUARY 5, 1974, FOR PURPOSES OF ERECTING, MAINTAINING AND REPAIRING ELECTRICAL TRANSMISSION LINES FROM POLE #42, LOCATED ON ALLEN AVENUE, TO POLE #4201 AND FUTURE POLES AS THEY ARE NEEDED AND THEIR LOCATION TO BE AGREED UPON.
 - J. BOOK 3582, PAGE 12 CCRD - QUITCLAIM DEED FROM CITY OF PORTLAND TO TRUSTEES OF THE NORTHFORT REALTY TRUST, DATED JULY 18, 1974, FOR PURPOSES OF RELEASING A PORTION ON THE "FALL BROOK 100 FOOT SEWER RIGHT OF WAY" AS SET FORTH IN RECORDS AT THE CITY OF PORTLAND BOOK 71, PAGE 218.
 - K. BOOK 4120, PAGE 29 CCRD - QUITCLAIM DEED FROM THE CITY OF PORTLAND TO THE TRUSTEES OF NORTHFORT TRUST, DATED SEPTEMBER 23, 1971, FOR PURPOSES OF RELEASING A PORTION OF 30 FOOT "FALL RIVER REGULATION RIGHT OF WAY" AS SET FORTH IN RECORDS AT CITY OF PORTLAND ENGINEERING OFFICE. THIS RELEASE DEED DOES NOT AFFECT THE LOCUS PROPERTY.
 - L. BOOK 5061, PAGE 230 CCRD - EASEMENT DEED FROM NORTHFORT REALTY TRUST TO CMP, DATED JULY 9, 1992, FOR PURPOSES OF ERECTING, MAINTAINING AND REPAIRING ON OVERHEAD ELECTRICAL TRANSMISSION LINE FROM POLE #43 LOCATED ON ALLEN AVENUE, TO NEW POLE #43.
 - M. BOOK 1498, PAGE 231 CCRD - EASEMENT DEED FROM NORTHFORT REALTY TRUST TO CMP AND NETT, DATED SEPTEMBER 22, 1986, FOR PURPOSES OF EXTENDING A UNDERGROUND PRIMARY LINE FROM CMP POLE 2 GRANT LINE TO A PADMOUNT TRANSFORMER.
 - N. BOOK 8352, PAGE 283 CCRD - EASEMENT DEED FROM TRUSTEES OF NORTHFORT REALTY TRUST TO CMP, DATED DECEMBER 14, 1981, FOR PURPOSES OF EXTENDING OVERHEAD ELECTRICAL TRANSMISSION LINE FROM POLE #1 TO POLE #11 AND EXTENDING TO POLES # 12 TO #14 AND FOR THE MAINTENANCE AND REPAIR THEREOF.
 - O. BOOK 8352, PAGE 296 CCRD - EASEMENT DEED FROM NORTHFORT REALTY TRUST TO CMP AND NETT, DATED DECEMBER 11, 1981, FOR PURPOSES OF SETTING, MAINTAINING AND REPAIRING UNDERGROUND UTILITIES FROM POLE #159, LOCATED ON WASHINGTON AVENUE, TO A HAND HOLE THENCE TO A PADMOUNT TRANSFORMER.
 - P. BOOK 9337, PAGE 45 CCRD - DEPARTMENT OF ENVIRONMENTAL PROTECTION DEPARTMENT ORDER-MINOR MODIFICATION AND FINDING OF FACT AND ORDER, DATED SEPTEMBER 13, 1990. THIS DOCUMENT PERTAINS TO "PARKERS RESTAURANT" AND THEREFORE DOES NOT PERTAIN TO THE LOCUS PROPERTY.
 - Q. BOOK 20202, PAGE 16 CCRD - NOTICE OF LAYOUT AND TAKING FROM TRUSTEES OF NORTHFORT REALTY TRUST TO STATE OF MAINE DEPARTMENT OF TRANSPORTATION (MDOT), DATED JULY 16, 2003. THERE IS NO TAKING OF ANY PROPERTY FROM THE LOCUS PROPERTY. THERE IS, HOWEVER, THE RIGHTS OF MDOT TO USE A TEMPORARY CONSTRUCTION EASEMENT AS SHOWN ON THE PLAN HEREON.



GENERAL NOTES (CONTINUED)

10. LOCUS PROPERTY IS ALSO SUBJECT TO AND CONVEYED WITH THE RECIPROCAL EASEMENTS AND RESTRICTIONS AS DELINEATED IN DEED BOOK 23593, PAGE 66, CCRD AND ON PLAN REFERENCE 6(A) SHOWN HEREON.

11. STONE WALLS MAY MEANDER FROM POINTS SHOWN IN THIS PLAN SET.

12. UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM PLANS REFERENCED HEREON WITH TIES TO SURFACE FEATURES SUCH AS MANHOLES AND CATCH BASINS THAT WERE FIELD LOCATED. ALL UNDERGROUND UTILITIES WITHIN THE LOCUS PROPERTY MAY NOT BE SHOWN.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	LOCUS PROPERTY	
---	PROPERTY ROW	
---	EASEMENT	
□	MONUMENT	
—○—	IRON PIPE/ROD (MAG NAIL IN PAVEMENT)	
○	DRILLHOLE	
C1/L1	CURVE/LINE NO.	
▬▬▬▬	BUILDING	
—	SIGN	
—	EDGE PAVEMENT	
---	GRAVEL ROAD	
---	CURBLINE	
○	GAS	
—W—	WATER	
—S—	SEWER	
—SD—	STORM DRAIN	
—OHE—	OVERHEAD ELEC. & TEL.	
—UG—	UNDERGROUND ELEC. & TEL.	
—	GATE VALVE	
□	TRANSFORMER PAD	
☆	LIGHT POLE	
☆	UTILITY POLE	
⊕	HYDRANT	
⊕	CATCH BASIN	
⊕	MANHOLE	
⊕	POTABLE WELL	
—	CULVERT	
—	CHAIN LINK FENCE	
—	STOCKADE FENCE	
—	STONE WALL	
—	GUARDRAIL	
—	DEED CALL	

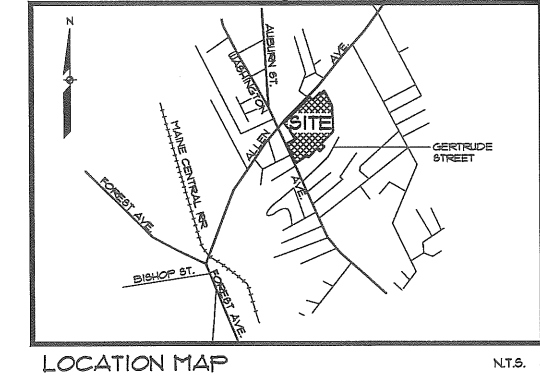
APPROVAL -
CITY OF PORTLAND
PLANNING BOARD

DATE	SCALE
3/19/13	1"=200'

AMENDMENT NOTE

THIS PLAN SET AMENDS THE PREVIOUSLY RECORDED FINAL SUBDIVISION PLAN AMENDMENT 4, STANDARD BOUNDARY SURVEY FOR NORTHFORT REALTY TRUST RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 205 PAGE 801. THE PURPOSE OF THIS AMENDMENT IS TO REMOVE PARCELS FROM THE CONDOMINIUM INCLUDING UNITS 15 AND 56.

STATE OF MAINE
CUMBERLAND COUNTY SS REGISTRY OF DEEDS
RECEIVED _____ 20____
AT _____ h _____ m _____ AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTRAR



MATTHEW W. EG. PLS 2117

SUBMITTED FOR PLANNING DEPARTMENT REVIEW

DATE: 6/01/13

BY: A. MWE

REV: _____

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

PROJECT NO. FIELD BOOK DESIGN CHRD DRAWN

06259 MWE CLS MWE

ADDITIONAL RECORD OWNERS SEE NOTE 1

FIFTH AMENDED SUBDIVISION PLAN

OF:

NORTHFORT BUSINESS PARK

PORTLAND, MAINE

FOR RECORD OWNERS:

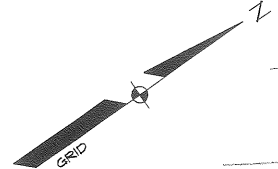
NORTHFORT UPHAM LLC & 1321 ASSOCIATES, LLC

PO BOX 1694 1321 WASHINGTON AVE

PORTLAND, MAINE 04112

05258CP-2AM-OA.dwg TAB: SB-SHT-1-NOTES

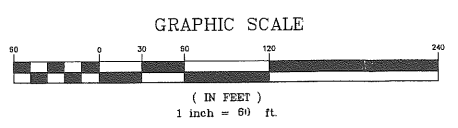
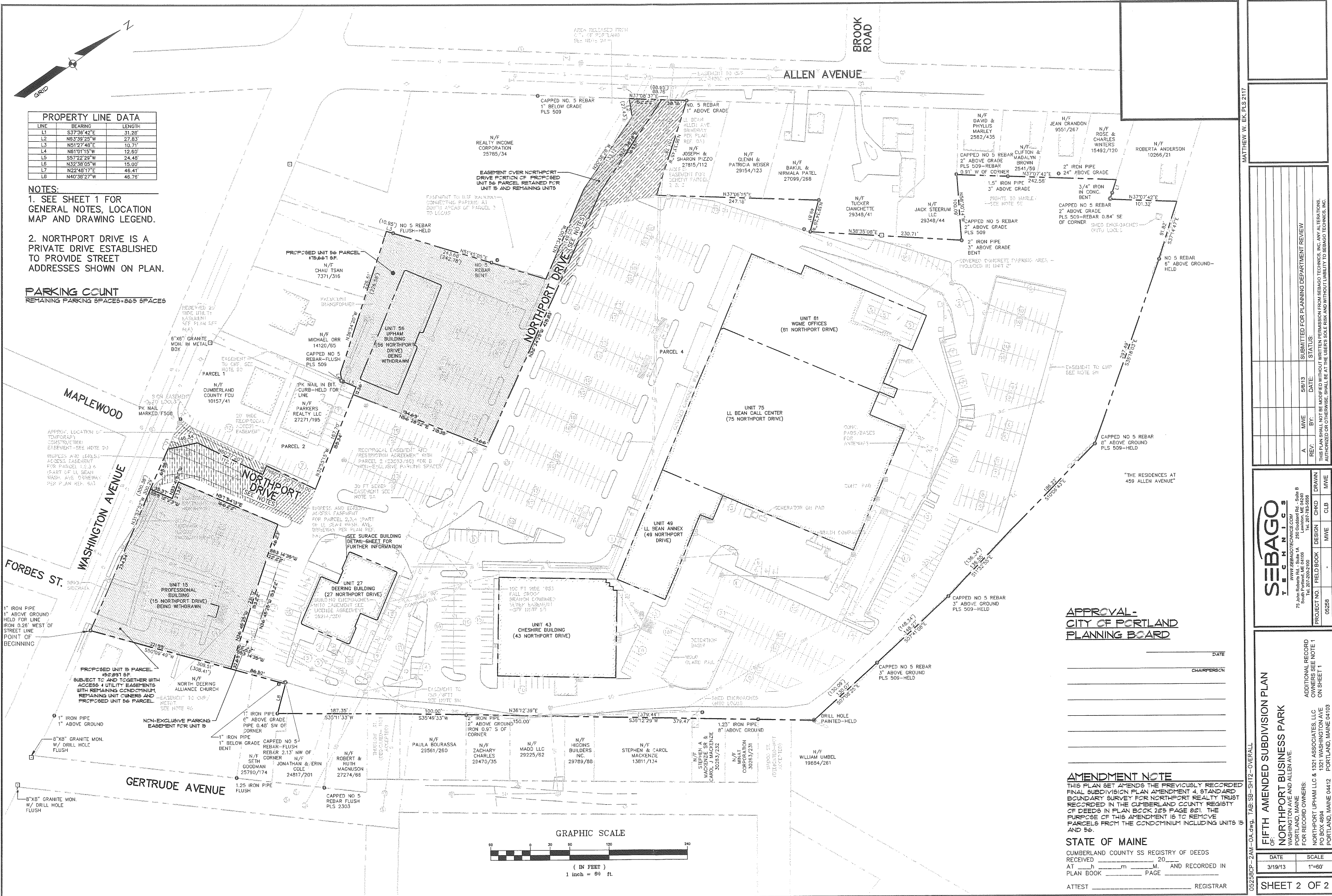
SHEET 1 OF 2



PROPERTY LINE DATA		
LINE	BEARING	LENGTH
L1	S37°36'42"E	31.28'
L2	N63°39'25"W	27.83'
L3	N51°27'48"E	10.71'
L4	N61°01'15"W	12.50'
L5	S57°22'29"W	24.48'
L6	N32°38'05"W	15.00'
L7	N22°48'17"E	46.41'
L8	N40°38'27"W	46.76'

NOTES:
 1. SEE SHEET 1 FOR GENERAL NOTES, LOCATION MAP AND DRAWING LEGEND.
 2. NORTHPORT DRIVE IS A PRIVATE DRIVE ESTABLISHED TO PROVIDE STREET ADDRESSES SHOWN ON PLAN.

PARKING COUNT
 REMAINING PARKING SPACES=865 SPACES



APPROVAL-
 CITY OF PORTLAND
 PLANNING BOARD

DATE _____
 CHAIRPERSON _____

AMENDMENT NOTE

THIS PLAN SET AMENDS THE PREVIOUSLY RECORDED FINAL SUBDIVISION PLAN AMENDMENT 4, STANDARD BOUNDARY SURVEY FOR NORTHPORT REALTY TRUST OF DEEDS IN PLAN BOOK 225 PAGE 821. THE PURPOSE OF THIS AMENDMENT IS TO REMOVE PARCELS FROM THE CONDMINIUM INCLUDING UNITS 15 AND 56.

STATE OF MAINE

CUMBERLAND COUNTY SS REGISTRY OF DEEDS
 RECEIVED _____ 20____
 AT _____ h _____ m _____ AND RECORDED IN
 PLAN BOOK _____ PAGE _____

ATTEST _____ REGISTRAR

MATTHEW W. EK, PLS 2117

A	MVE	BY:	DATE:	STATUS:
5/6/13				SUBMITTED FOR PLANNING DEPARTMENT REVIEW

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNIQS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNIQS, INC.

SEBAGO
 T E C H N I Q U E S

75 John Borden Rd., Suite B
 South Portland, ME 04106
 Tel: 207.266.2100

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	DRAWN
05258		MVE	CLB	MVE

FIFTH AMENDED SUBDIVISION PLAN
 OF
NORTHPORT BUSINESS PARK
 WASHINGTON AVENUE AND ALLEN AVENUE

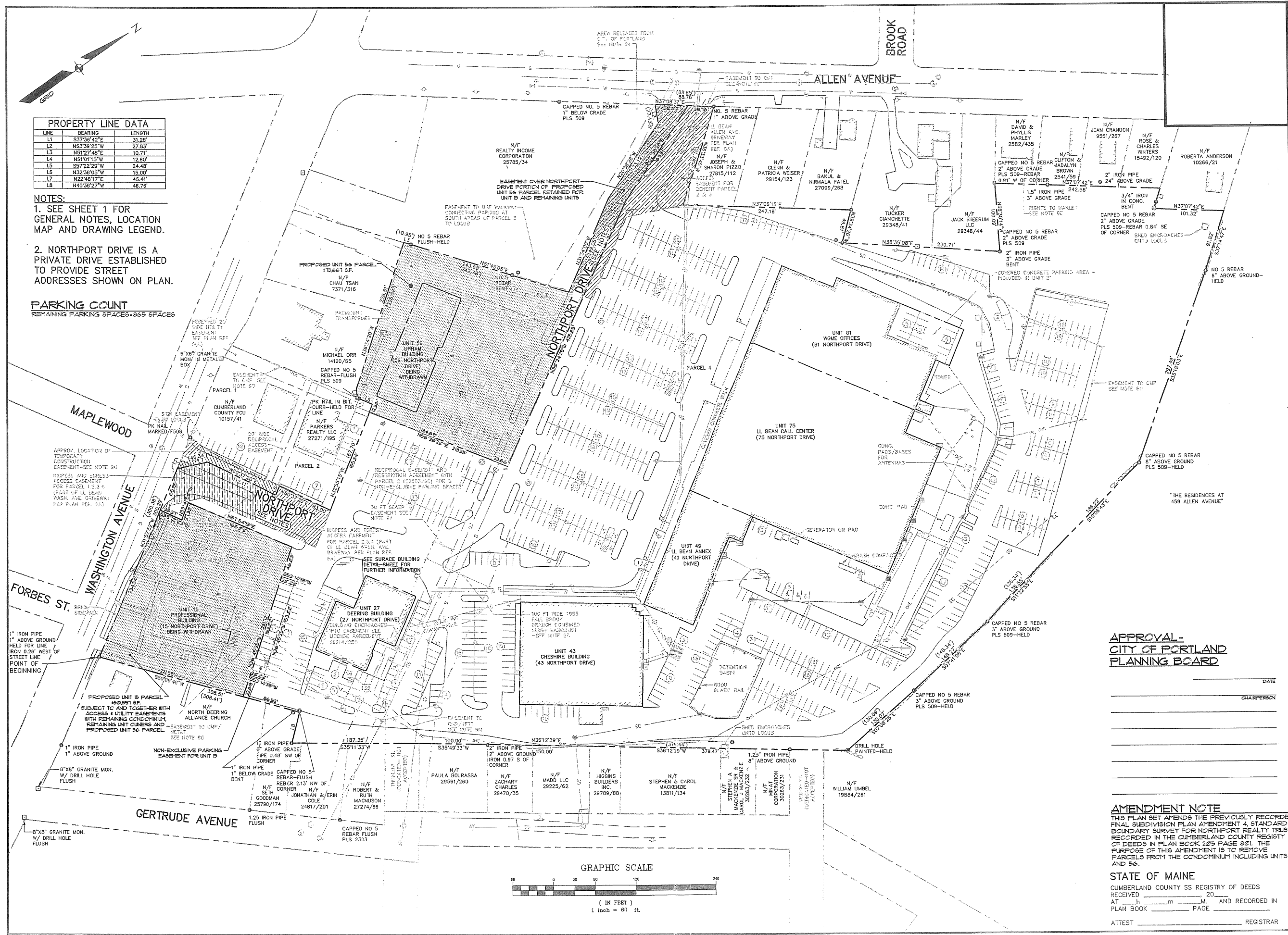
ADDITIONAL RECORD OWNERS SEE NOTE 1 ON SHEET 1
 FOR RECORD OWNERS:
 NORTHPORT UPHAM LLC & 1321 ASSOCIATES, LLC
 PO BOX 484
 PORTLAND, MAINE 04412

PROPERTY LINE DATA

LINE	BEARING	LENGTH
L1	S37°36'42"E	31.28'
L2	N63°39'25"W	27.83'
L3	N51°27'48"E	10.71'
L4	N61°01'15"W	12.60'
L5	S57°22'29"W	24.48'
L6	N32°30'05"W	15.00'
L7	N22°48'17"E	48.41'
L8	N40°39'27"W	48.76'

NOTES:
 1. SEE SHEET 1 FOR GENERAL NOTES, LOCATION MAP AND DRAWING LEGEND.
 2. NORTHPORT DRIVE IS A PRIVATE DRIVE ESTABLISHED TO PROVIDE STREET ADDRESSES SHOWN ON PLAN.

PARKING COUNT
 REMAINING PARKING SPACES-865 SPACES

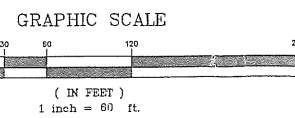


APPROX. LOCATION OF TEMPORARY CONSTRUCTION EASEMENT-SEE NOTE 29
 IMPROV. AND LABELS ADDED EASEMENT FOR PARCEL 1, 2, 3 & 4 (PART OF LL DEAN) WASH. AVE. DRIVEWAY PER PLAN REF. SA)

1" IRON PIPE 1" ABOVE GROUND HELD FOR LINE IRON 0.26' WEST OF STREET LINE POINT OF BEGINNING

PROPOSED UNIT 15 PARCEL 150,951 SF. SUBJECT TO AND TOGETHER WITH ACCESS & UTILITY EASEMENTS WITH REMAINING CONDOMINIUM REMAINING UNIT OWNERS AND PROPOSED UNIT 16 PARCEL.

8"XB" GRANITE MON. W/ DRILL HOLE FLUSH



APPROVAL - CITY OF PORTLAND PLANNING BOARD

DATE _____
 CHAIRPERSON _____

AMENDMENT NOTE
 THIS PLAN SET AMENDS THE PREVIOUSLY RECORDED FINAL SUBDIVISION PLAN AMENDMENT 4, STANDARD BOUNDARY SURVEY FOR NORTHPORT REALTY TRUST RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 225 PAGE 801. THE PURPOSE OF THIS AMENDMENT IS TO REMOVE PARCELS FROM THE CONDOMINIUM INCLUDING UNITS 15 AND 16.

STATE OF MAINE
 CUMBERLAND COUNTY SS REGISTRY OF DEEDS
 RECEIVED _____ 20____
 AT _____ M. AND RECORDED IN
 PLAN BOOK _____ PAGE _____
 ATTEST _____ REGISTRAR

MATTHEW W. EK, PLS 2117

REV.	DATE	BY	STATUS
1	5/6/13	MVE	SUBMITTED FOR PLANNING DEPARTMENT REVIEW
2			
3			
4			
5			
6			
7			
8			
9			
10			

SEBAGO TECHNICAL SERVICES
 WWW.SEBAGO7TECHNICALSERVICES.COM
 76 John Roberts Rd., Suite 1A, South Portland, ME 04086
 TEL: 207.783.5656 FAX: 207.282.2100

PROJECT NO. 05258CP-2AM-0A.dwg. TAB: SB-SHT2-OVERALL
 DESIGN: MVE, CLB, MWE
 CHECK: MVE, CLB, MWE
 DRAWN: MVE
 PROJECT NO. 05258CP-2AM-0A.dwg. TAB: SB-SHT2-OVERALL

FIFTH AMENDED SUBDIVISION PLAN
 OF:
NORTHPORT BUSINESS PARK
 WASHINGTON AVE AND ALLEN AVE.
 PORTLAND, MAINE

ADDITIONAL RECORD OWNERS SEE NOTE 1 ON SHEET 1

NORTHPORT UPHAM LLC & 1321 ASSOCIATES, LLC
 1321 WASHINGTON AVE
 PORTLAND, MAINE 04112

DATE 3/19/13 SCALE 1"=60'
 SHEET 2 OF 2

