

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 081463

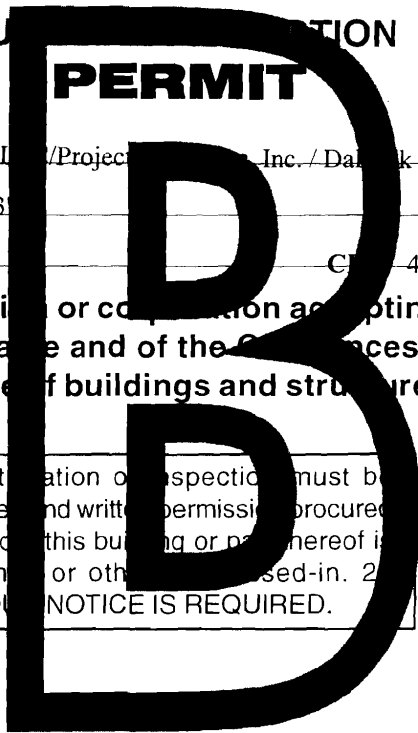
Please Read Application And Notes, If Any, Attached

This is to certify that Presumpscott Street Holding, Inc. / Project Inc. / Dal rk

has permission to install building wall sign 6' x 3'

AT 275 PRESUMPCOT ST CL 421 A006001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.



Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other is used-in. 2. HOW NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name: CITY OF PORTLAND

PERMIT ISSUED
DEC 2 2008

11/24/08 *[Signature]*
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-1463	Issue Date: 11/24/08	CBL: 421 A006001
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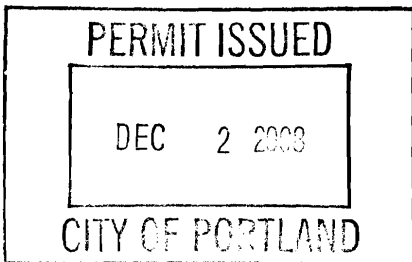
Location of Construction: 275 PRESUMPCOT ST	Owner Name: Presumpscott Street Holding, LLC	Owner Address: c/o The Waldron Group, 178 U.S. Rou	Phone:
Business Name:	Contractor Name: Project Resources, Inc. / Dale Akele	Contractor Address: PO Box 661 Yarmouth	Phone 2078311180
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	Zone: IM

Past Use: Commercial - "Portland Motor Club" - car storage	Proposed Use: Commercial - "Portland Motor Club" - install building wall sign 6' x 3'	Permit Fee: \$66.00	Cost of Work: \$66.00	CEO District: 4
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: S-2 Type: Signage IBC-2003	

Proposed Project Description: install building wall sign 6' x 3'	Signature:	Signature: 11/24/08 <i>DA</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature: _____ Date: _____		

Permit Taken By: ldobson	Date Applied For: 11/17/2008	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 11/18/08 <i>ABM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i> Date: _____
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X **Final inspection required at completion of work.**

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

 12-2-08
Date

Signature of Inspections Official

Date

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-1463	Date Applied For: 11/17/2008	CBL: 421 A006001
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Location of Construction: 275 PRESUMPCOT ST	Owner Name: Presumpscott Street Holding, LLC	Owner Address: c/o The Waldron Group, 178 U.S. Rou	Phone:
Business Name:	Contractor Name: Project Resources, Inc. / Dale Akele	Contractor Address: PO Box 661 Yarmouth	Phone (207) 831-1180
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Permanent	

Proposed Use: Commercial - "Portland Motor Club" - install building wall sign 6' x 3'	Proposed Project Description: install building wall sign 6' x 3'
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Dept: Zoning	Status: Approved	Reviewer: Ann Machado	Approval Date: 11/18/2008	Ok to Issue: <input checked="" type="checkbox"/>
Note:				
Dept: Building	Status: Approved with Conditions	Reviewer: Chris Hanson	Approval Date: 11/24/2008	Ok to Issue: <input checked="" type="checkbox"/>
Note:				
1) Separate permits are required for any electrical, plumbing, HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.				
2) Signage Installation to comply with Chapter 31 of the IBC 2003 building code.				

Comments:
11/18/2008-amachado: Spoke to Bill Bamford. Need right, title & interest.
11/18/2008-amachado: Received copy of deed.



Signage/Awning Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>275 Presumpscot Street</u>		
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>MAP 421 Lot 6</u>	Owner: <u>Presumpscot Street Holdings LLC</u> <u>Portland Motor Club</u> <u>178 US Route 1 Yarmouth ME 04105</u>	Telephone: 775-1770 <u>775-1770</u>
Lessee/Buyer's Name (If Applicable)	Contractor name, address & telephone: <u>Dale Akeloy</u> <u>Project Resources, Inc</u> <u>P.O. Box 661 Yarmouth 04096</u> <u>546-8875 531-1180</u>	Total s.f. of signage x \$2.00 <u>30</u> Per s.f. plus \$30.00/\$65.00 <u>30</u> For LED signage: Total Fee: \$ <u>66 -</u> Awning Fee = cost of work _____ Total Fee: \$ <u>66</u>
Who should we contact when the permit is ready: <u>KAL Rogers</u> phone: <u>233-9970</u>		
Tenant/allocated building space frontage (feet): Length: <u>160'</u> Height: <u>12' to 20'</u> Lot Frontage (feet) <u>350'</u> Single Tenant or Multi-Tenant Lot <u>Single</u>		
Current Specific use: <u>car storage vacated to renovate</u> If vacant, what was prior use: <u>beverage storage</u> Proposed Use: <u>car storage</u> NOV 17 2008		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes ___ No ___ Dimensions proposed: _____ Height from grade: _____ Bldg. wall sign? (attached to bldg) Yes <input checked="" type="checkbox"/> No ___ Dimensions proposed: <u>6' x 3'</u>		
Proposed awning? Yes ___ No <input checked="" type="checkbox"/> Is awning backlit? Yes ___ No ___ Height of awning: _____ Length of awning: _____ Depth: _____ Is there any communication, message, trademark or symbol on it? Yes ___ No ___ If yes, total s.f. of panels w/communications, message, trademark or symbol. _____ s.f.		
Information on existing and previously permitted sign(s): <u>NONE KNOWN</u> Freestanding (e.g., pole) sign? Yes ___ No ___ Dimensions: _____ Bldg. wall sign? (attached to bldg) Yes ___ No ___ Dimensions: _____ Awning? Yes ___ No ___ Sq. ft. area of awning w/communication: _____		
A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.		

10 x 2 + 30 =

Please submit all of the information outlined in the Sign/Awning Application Checklist. Failure to do so may result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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 Code Official'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.

Signature of applicant:

[Signature]

Date: 11/10/08

IM - single tenant.
max % of wall area 6% = 160 x 20 = 3200 6% = 192 sq ft allowed
2 per face

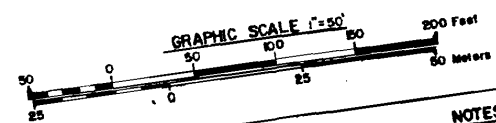
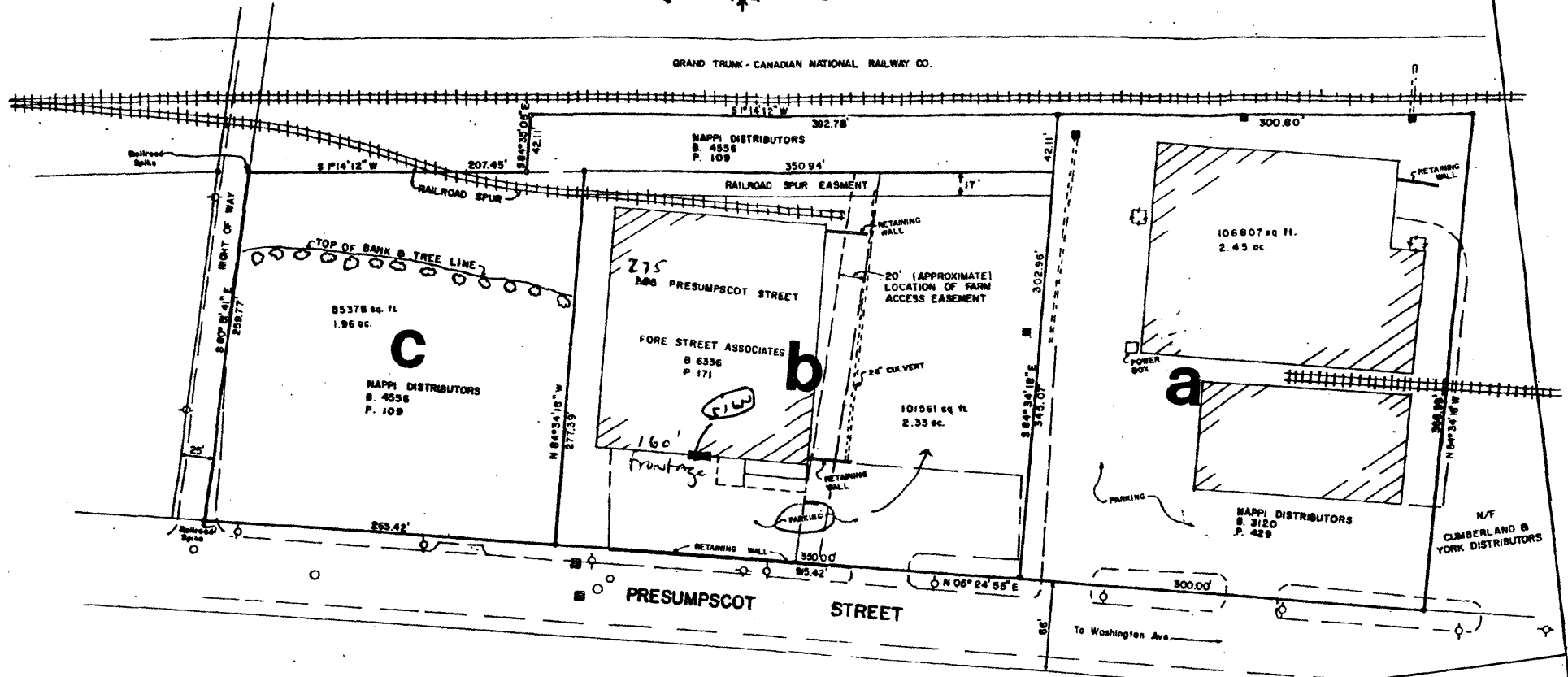
This is not a permit; you may not commence ANY work until the permit is issued.

proposed 6' x 3' = 18 sq ft
- 1 sign

OK



GRAND TRUNK - CANADIAN NATIONAL RAILWAY CO.



REFERENCES

- (1) PLAN OF LAND OWNED BY CONSOLIDATED RENDERING CO. DEC. 1, 1946, SURVEY BY RALPH P. CUMMINGS.
- (2) PLAN OF PROPERTY MADE FOR STEWARD ENGINEERING & CONSTRUCTION CO., 4/4/1967, SURVEY BY H.L. & E.C. JORDAN.
- (3) PLAN OF PROPERTY MADE FOR DOORS & MOLDINGS OF ME. INC., 2/20/1970, SURVEY BY H.L. & E.C. JORDAN.
- (4) PLAN OF PROPERTY MADE FOR NAPPI DISTRIBUTORS, 10/23/79 SURVEY BY ROBERT P. TITCOMB INC.
- (5) RIGHT OF WAY SKETCHES FOR PRESUMPCOT STREET, CITY OF PORTLAND ENGINEERING DEPARTMENT.
- (6) RAILROAD RIGHT OF WAY PLAN, CANADIAN NATIONAL RAILWAY.

NOTES

- (1) EQUIPMENT USED: WILD T-1 10" THEODOLITE, LEITZ RED-1-A EDM, CLASSIFICATION: URBAN.
- (2) BEARINGS ARE OF TRUE NORTH FROM SOLAR OBSERVATION.

AREA

293746 sq. ft.
6.74 ac.

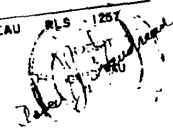
LEGEND

- IRON PIPE FOUND
- IRON PIPE SET
- MONUMENT FOUND
- ▭ EXISTING BUILDING
- WIRE FENCE
- UTILITY POLE
- FIRE HYDRANT
- CATCH BASIN
- BOWER MANHOLE
- WATER GATE SHUTOFF
- - - EDGE OF PAVING
- N/F NOW OR FORMERLY OF

CERTIFICATION

I hereby certify that the lines and bearings shown on this plan are correct to the best of my knowledge.

ROBERT J. GAUDREAU RLS 1257



PLAN OF PROPERTY

235 PRESUMPCOT STREET PORTLAND, MAINE
Made for

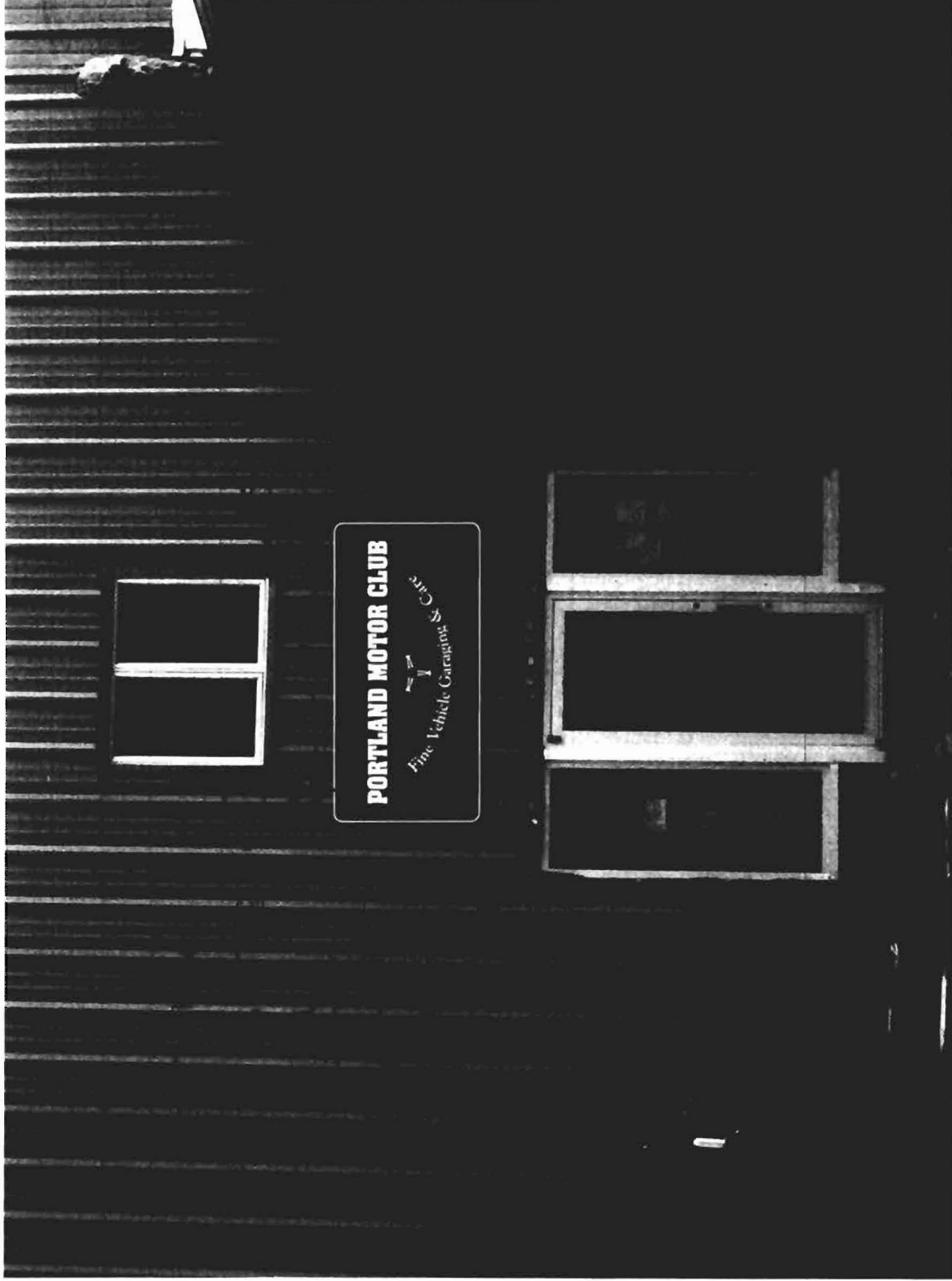
FORE STREET ASSOCIATES
PORTLAND, MAINE

Job 1952	Scale 1" = 50'	Drawn by N/C	Checked by Date 11/1/83	Sheet
Book 108, 200				
ROBERT P. TITCOMB INC.				

HDU material. 6' x 3" x 2" thick sign = 18 square feet

Minimum "L" brackets top and bottom affixed to sign to be secured into building structure.

ILLUMINATION
Sign will be
lit by 2
over hanging lamps



ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
11/10/2008

PRODUCER (207) 892-7996 FAX: (207) 892-8229 Cross Insurance-Windham 745 Roosevelt Trail, Unit#1 PO Box 1383 Windham ME 04062	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Presumpscot Street Holdings, LLC Portland Motor Club, LLC 178 US Route 1 Falmouth ME 04105	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Peerless Ins Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Ins Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Peerless Ins Co													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CBP8450780	4/30/2008	4/30/2009	EACH OCCURRENCE \$ 1,000,000								
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is an Additional Insured as respects to Commercial General Liability in relation to the building signage.

CERTIFICATE HOLDER City of Portland 389 Congress Street Portland, ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Melissa Connell/MC2 <i>Melissa A Connell</i>
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QUITCLAIM WITH COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS, THAT **Nappi Distributors**, a Maine corporation, with a place of business in the Town of Gorham, County of Cumberland and State of Maine, and with a mailing address of 615 Main Street, Gorham, Maine 04038 ("**Grantor**"), for consideration paid, grants to **Presumpscot Street Holdings, LLC**, a Maine limited liability company with a mailing address of c/o The Waldron Group, 178 U.S. Route One, Falmouth, Maine 04105 ("**Grantee**"), with Quitclaim Covenants, the land with buildings and improvements thereon, located in the City of Portland, County of Cumberland and State of Maine, as more particularly described on the attached **Schedule A**, attached hereto and incorporated herein by reference.

Being the same premises conveyed to Grantor by deed of Fore Street Associates dated October 7, 1994, recorded in the Cumberland County Registry of Deeds in Book 11661, Page 180. This conveyance is made subject to the rights to a 17 foot easement which was conveyed to Canadian National Railway Company, rights of first refusal which were conveyed to Canadian National Railway Company and conditions in regard to fencing and setbacks for the construction of structures and placement of equipment and vehicles, all as more specifically set forth upon said Schedule A. The Grantee assumes the requirement to indemnify and hold harmless, Canadian National Railway Company, or its successor, for any damage caused by water, snow, debris dumping on the premises as the result of said Railway's operation, and further agrees to indemnify and hold harmless the Grantor from any indemnification claims by said Railway or its successors and assigns made against Grantor.

Excepting and reserving to the Grantor, its successors and assigns, as the owner of land retained by Grantor ("**Grantor's Retained Property**") located adjacent to and southerly of Parcel One described in the attached Schedule A ("**Grantee's Property**"), a perpetual easement for the benefit of Grantor's Retained Property over a strip of land fifteen (15) feet in width along the full southerly boundary of Grantee's Property extending easterly from Presumpscot Street to the East boundary thereof (the "**Easement Area**").

The easement shall be for the following purposes:

1. Within that portion of the Easement Area consisting of a strip of land five (5) feet in width directly along the southerly boundary of Grantee's Property for its length from Presumpscot Street eastward to the East boundary of Grantee's Property (the "**Five Foot Strip**"), for Grantor's exclusive use at all times to park motor vehicles and to allow ingress and egress, by foot or by motor vehicles, including delivery trucks utilizing Grantor's loading docks upon Grantor's Retained Property. In connection with the Five Foot Strip, Grantor agrees to maintain and repair said area, including any paving or required repaving, striping, plowing, sanding and similar activities, and Grantee shall have no responsibility for any such maintenance and repair. Grantor shall maintain liability insurance upon said Five Foot Strip in reasonable coverages and deductibles, and name Grantee as an additional insured thereon.

MAINE REAL ESTATE TAX PAID

2. Within the ten (10) foot strip of land adjoining the Five Foot Strip directly to the North thereof and extending for its length from Presumpscot Street eastward to the East boundary of Grantee's Property (the "**Buffer Strip**"), for Grantor's use in common with the Grantee as a natural or grassy buffer, provided such use by Grantor shall commence if, and only when, the City of Portland, or any other governmental authority having jurisdiction over the future land uses upon Grantor's retained property ("**Governing Authority**"), shall require that such Buffer Strip be created and maintained. Upon the Governing Authority requiring the creation and maintenance of the Buffer Strip, all necessary work, including the removal of pavement, planting and maintenance thereof, shall be at the sole cost of Grantor.
3. The above Easement shall be appurtenant to and run with Grantor's Retained Property, shall burden Grantee's Property and shall be binding upon the parties hereto, and their respective successors and assigns as the owners of their respective benefited and burdened properties.

Grantor, its successors and assigns, as the owner of the owner of Grantor's Retained Property benefited by said Easement hereby agrees to indemnify and forever hold harmless the Grantee, its successors and assigns, as the owner of the burdened property, from any and all liability for any damages, injuries or harm caused by the Grantor, its successors, assigns, employees, invitees and guests upon the Easement Area.

There is further granted to the Grantee for the benefit of Parcel One described on **Schedule A**, a drainage easement for the drainage of surface water from said premises over Grantor's Retained Property in the same manner and location as currently exist, in a southerly direction to a catch basin located near a utility pole depicted upon a Plan of Land of Nappi Distributors made for Portland Motor Club, LLC dated January 6, 2008, a reduced version of which is attached hereto as **EXHIBIT A**, said utility pole being approximately one-half the distance between Presumpscot Street and the rear line of Grantor's Retained Property (and from which an overhead line runs to the rear of Grantee's building), then easterly through a culvert to a point near the rear line of Grantor's Retained Property, thence southerly, behind the Grantor's building upon Grantor's Retained Property to a point where it runs easterly to the rear line of Grantor's Retained Property. The location of the initial drainage culvert (but not the catch basin) is marked "Drainage Easement Location" upon the attached plan.

Grantor shall have the duty to maintain the manhole, piping, culverts, or any other drainage structures in connection with the drainage easement, provided that all costs for the repair and maintenance thereof, or replacement thereof, shall be shared equally by the then owners of the Grantor's Retained Property and Parcel One of the Grantee's Property.

Grantor reserves the right to relocate the drainage easement and its structures at any time so long as the relocated site or facilities continues to drain the surface water from Grantee's property in the same volume as of this date.

IN WITNESS WHEREOF, Nappi Distributors has caused this Quitclaim Deed With Covenant to be executed by Frank M. Nappi, Jr., its duly authorized Vice President, this 6th day of May, 2008.

WITNESS:

NAPPI DISTRIBUTORS

Thomas S. Leahy

Frank M. Nappi, Jr.
By Frank M. Nappi, Jr.
Its Vice President

STATE OF MAINE
CUMBERLAND, SS.

May 6, 2008

Personally appeared before me the above named Frank M. Nappi, Jr., in his capacity as Vice President of Nappi Distributors, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Nappi Distributors.

Before me

Thomas S. Leahy
Notary Public/Maine Attorney at Law
Thomas S. Leahy
Printed Name
My commission expires:

SCHEDULE A

Parcel One

A certain lot or parcel of land, together with the buildings thereon, situated on the easterly side of Presumpscot Street, in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at an iron on the easterly side of Presumpscot Street marking the Northwest corner of the lot of land conveyed by Canadian National Railway Company to Nappi Distributors by deed dated February 4, 1970 and recorded in the Cumberland County Registry of Deeds in Book 3120, Page 429; thence by the Easterly sideline of Presumpscot Street on a course of N 24° 00' E. three hundred fifty (350.00) feet to an iron; thence by other land now or formerly of Canadian National Railway S 66° 00' E. two hundred seventy-seven and three hundredths (277.03) feet to an iron and the westerly right of way line of the main line of the Canadian National Railway Company; thence by said westerly right of way line S 19° 48' 30" W. six hundred fifty-one and seventy-four hundredths (651.74) feet to an iron and other land now or formerly of Canadian National Railway, said westerly right of way line being parallel and situated at a distance of fifty-five and no tenths (55.0) feet from the center of said main line, measured at right angles; thence by other land now or formerly of Canadian National Railway N 66° 00' W. one hundred forty-four and sixty-seven hundredths (144.67) feet to an iron marking the Southeast corner of land of said Nappi Distributors; thence by land of said Nappi Distributors on the following described courses; N 24° 00' E. three hundred (300) feet to an iron; thence N 66° 00' W. one hundred eighty and no hundredths (180.00) feet to the point of beginning.

Said above-described courses are magnetic and of the date of 1965.

EXCEPTING from the above described premises a portion thereof situated easterly of but not adjacent to Presumpscot Street which was conveyed by Dormol Portland Local Development Co. to Nappi Distributors by deed dated April 5, 1977 and recorded in the Cumberland County Registry of Deeds in Book 3994, Page 116.

The above premises are conveyed subject to the right of Canadian National Railway company, its successors and assigns, to maintain in perpetuity an easement over a strip of land seventeen feet in width along the easterly portion thereof and as hatched in brown on the aforementioned plan dated February 20, 1970 and recorded in Book 83, Page 8.

The above premises are conveyed subject to the provision contained in a deed from Canadian National Railway Company to V.F. Winter Distributing Co. dated April 7, 1970 and recorded in the Cumberland County Registry of Deeds in Book 3125, Page 721, providing a right of first refusal to Canadian National Railway Company, its successors and assigns.

The above premises are conveyed further subject to the condition set forth in the aforementioned deed of Canadian National Railway Company that the owner of the premises agree to erect and forever maintain suitable fences if requested by Canadian National Railway Co., its successors and assigns, on the boundary lines of property separating land of Canadian National Railway Company and the premises conveyed hereby. This covenant is to run with the land and is to be binding upon the grantee, its successors and assigns.

Parcel Two

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

Beginning at an iron pipe on the Easterly side of Presumpscot Street marking the Northwest corner of the lot of land conveyed by Canadian National Railway Company to V.P. Winter Distributing Co., by deed dated April 7, 1970 and recorded in the Cumberland County Registry of Deeds in Book 3128, Page 721, as shown on a plan of property in Portland, Maine made for Doors and Moldings of Me., Inc. by H. I. and E. C. Jordan recorded in the Cumberland County Registry of Deeds in Plan Book 83, Page 9; thence North 24° 00' East by the Easterly side of Presumpscot Street to the former location of the road leading to Presumpscot Iron Works, said point being the Northwest corner of the seventh parcel of land described in a deed from The City of Portland to Atlantic and St. Lawrence Railroad Company dated April 22, 1904 and recorded in the Cumberland County Registry of Deeds in Book 756, Page 104; thence Easterly by said road to the westerly right of way line of the main line of Canadian National Railway Company being the Northeast corner of said seventh parcel; thence South 24° 00' West by the westerly right of way line of the main line of Canadian National Railway Company to the northeasterly corner of said lot of land conveyed to V. P. Winter Distributing Co. as aforesaid; thence North 66° 00' West by said land conveyed to V. P. Winter Distributing Co. two hundred seventy-seven and three one-hundredths (277.03) feet to the point of beginning.

Parcel Three

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

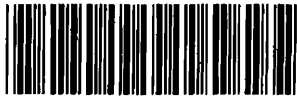
BEGINNING at an iron pipe marking the Northeasterly corner of the lot of land conveyed by Dornel Portland Local Development Co. to Nappi Distributors by deed dated April 5, 1977 and recorded in the Cumberland County Registry of Deeds in Book 3994, Page 116, said point being in the Easterly sideline of land conveyed to V.P. Winter Distributing Co. as aforesaid; thence North 19° 48' 30" East by said lot conveyed to V. P. Winter Distributing Co. three hundred fifty-one and seventy-four hundredths (351.74) feet to the southerly corner of the parcel of land herein-above described; thence on the same course by the Easterly side line of said first described parcel forty-two (42) feet to a point; thence South 66° 00' East forty-two (42) feet to a point; thence South 19° 48' 30" West parallel to and maintaining a distance of forty-two (42) feet from the said Easterly sideline of land conveyed to V. P. Winter Distributing Co. three hundred ninety-three and seventy-four hundredths (393.74) feet to the northeasterly corner of the lot of land conveyed by Canadian National Railway Company to Nappi Distributors by deed dated December 19, 1979 and recorded in the Cumberland County Registry of Deeds in book 4556, Page 109, thence North 66° 00' West by said Nappi Distributors land forty-two (42) feet to the point of beginning.

Said above described courses are magnetic and as of the date of 1965.

Parcels Two and Three are the same premises conveyed to Fore Street Associates by deed of Nappi Distributors dated December 21, 1984 and recorded in said Registry of Deeds in Book 6650, Page 211.

Parcels Two and Three are subject to the following restrictions and conditions:

- a. The above described premises are conveyed subject to the restrictions that no building or structure, except for fences erected at the request of Canadian National Railway Company as set out more fully below, shall be constructed closer than thirty (30) feet from land or right-of-way of Canadian National Railway Company and that no equipment or vehicle owned or under control of the Grantee shall be stored or parked within twenty (20) feet of the land or right-of-way of Canadian National Railway Company, its successors or assigns. Grantee hereby assumes all risk of damages and injury arising out of all railroad operations and activities of Canadian National Railway Company, its successors and assigns, except those caused by the gross negligence of the Canadian National Railway Company. It is understood and agreed that these restrictions are to run with the land and are to be binding upon the Grantee, its successors and assigns.
- b. Without limitation of the generality of the foregoing, Canadian National Railway Company hereby reserves unto itself, its successors and assigns, the perpetual right to use any existing rail siding on the said premises and to enter the premises at any location consistent with the said use for purposes of inspection, repair, improvement and replacement.
- c. The Grantee covenants and agrees that in the event it, or its successors and assigns, shall desire or decide to sell or offer to sell the above-described premises, then the Grantee, its successors and assigns, shall immediately notify Canadian National Railway Company of such desire, decision or offer of sale, and all of the terms and conditions thereof, whereupon the Canadian National Railway Company shall have the first option of purchasing the premises on the same terms and conditions, by Canadian National Railway Company giving notice of its election to exercise said option to purchase within thirty (30) days after receipt of said notice from the Grantee, its successors and assigns.
- d. As further consideration for this conveyance, Grantee covenants and agrees to erect and forever maintain suitable fences if requested by Canadian National Railway Company, its successors and assigns, on the boundary lines of property separating land of Canadian National Railway Company and this Grantee. It is understood and agreed that this covenant is to run with the land and is to be binding upon the Grantee, its successors and assigns.
- e. The above premises are conveyed on an as-is, where-is basis, with no warranties, implied or otherwise, as to the usefulness of said property for any purpose whatsoever.
- f. The Grantee hereby agrees to indemnify and hold harmless Canadian National Railway Company for any damage caused by water, snow or debris dumping on the premises above described as a result of Canadian National Railway Company's operation. This conveyance is made subject to any and all land use laws, ordinances and regulations as may be established by Federal, State or Municipal authorities.



0599900

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MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION

TITLE 36, M.R.S.A. SECTIONS 4641-4641N

RET TD

PLEASE TYPE OR PRINT CLEARLY

1. COUNTY CUMBERLAND	DO NOT USE RED INK!
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2. MUNICIPALITY/TOWNSHIP PORTLAND

BOOK/PAGE—REGISTRY USE ONLY

3. GRANTEE/ PURCHASER	3a) Name (LAST, FIRST, MI) PRESUMPSCOT STREET HOLDINGS, LLC	3b) SSN or Federal ID 20-1759025
	3c) Name (LAST, FIRST, MI)	3d) SSN or Federal ID
	3e) Mailing Address C/O THE WALDRON GROUP, 178 U.S. ROUTE ONE	
	3f) City FALMOUTH	3g) State ME
		3h) Zip Code 04105

4. GRANTOR/ SELLER	4a) Name (LAST, FIRST, MI) NAPPI DISTRIBUTORS	4b) SSN or Federal ID 01-0261330
	4c) Name (LAST, FIRST, MI)	4d) SSN or Federal ID
	4e) Mailing Address 615 MAIN STREET	
	4f) City GORHAM	4g) State ME
		4h) Zip Code 04038

5. PROPERTY	5a) Map 421 - Block A - Lot 1 & 6 - Sub-Lot	Check any that apply: <input type="checkbox"/> No tax maps exist <input type="checkbox"/> Multiple parcels <input type="checkbox"/> Portion of parcel	5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)
	5c) Physical Location PRESUMPSCOT STREET		5d) Acreage:

6. TRANSFER TAX	6a) Purchase Price (If the transfer is a gift, enter "0") 6a \$ 1,500,000.00
	6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value 6b \$.00
	6c) Exemption claim - <input type="checkbox"/> Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

7. DATE OF TRANSFER (MM-DD-YYYY) 05 / 06 / 2008 MONTH DAY YEAR
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8. WARNING TO BUYER—If the property is classified as Farmland, Open Space or Tree Growth, a Substantial financial penalty could be triggered by development, subdivision, partition or change in use. <input type="checkbox"/> CLASSIFIED

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain: <input type="checkbox"/>

10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because: <input checked="" type="checkbox"/> Seller has qualified as a Maine resident <input type="checkbox"/> A waiver has been received from the State Tax Assessor <input type="checkbox"/> Consideration for the property is less than \$50,000

11. OATH Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below: Grantee <u>Grace M. H... Attorney for Grantor</u> Date <u>5/6/08</u> Grantor <u>Nappi Distributors</u> Date <u>5/6/2008</u>
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12. PREPARER Name of Preparer <u>Thomas G. Leahy, Esq</u> Phone Number <u>(207) 774-3906</u> Mailing Address <u>PO Box 7046</u> E-Mail Address <u>t.leahy@monaghanleahy.com</u> <u>Portland, ME 04112-7046</u>
