



ECONOMIC DEVELOPMENT COMMITTEE

DATE: September 6, 2016
(Tuesday)
TIME: 5:00 – 7:00 p.m.
LOCATION: Council Chamber
Portland City Hall

A G E N D A

1. **Review and accept Minutes of previous meeting held on August 23, 2016.**
2. **City's possible new office for New American Mainers to assist with job opportunities and business development (5:00 to 6:30 p.m.). Committee to hear from organizations as to:**
 - a) **Gaps in services and/or unmet needs in the context of employment/entrepreneurship;**
 - b) **What should be City's role in addressing these gaps; and,**
 - c) **What is the organization's role in addressing these gaps.**

Public Comment will be accepted on action items.

Next Meeting: September 27, 2016

Councilor David Brenerman, Chair

Minutes
Economic Development Committee
August 23, 2016

A meeting of the Economic Development Committee of the Portland City Council was held Tuesday, August 23, 2016 at 5:00 p.m. in Room 209 of Portland City Hall. Present from the Committee was its Chair Councilor David Brennerman and members Councilors Justin Costa and Spencer Thibodeau; Councilor Costa arrived shortly after the meeting started as noted in the Minutes. Present from the City staff were Associate Corporation Counsel Michael Goldman (for only the executive session items) Economic Development Director Greg Mitchell, Waterfront Coordinator William Needelman, Senior Executive Assistant Lori Paulette, and Parking Manager John Peverada.

Item #1: Review and accept Minutes of previous meeting held on July 26, 2016.

On motion made and seconded, the Committee voted unanimously (2-0) to accept the Minutes.

Item #2: Review and vote to recommend to City Council City Lease Agreement with Creative Portland for space at 84 Free Street in the Spring Street Garage.

Mr. Mitchell first noted that he is an ex officio Creative Portland (CP) Board Director, and he does not feel he has a conflict of interest with this item. He then noted that CP Board President Sondra Bogdonoff was in attendance.

Mr. Mitchell highlighted the terms of the Lease Agreement for 1,172 sq. ft. of commercial space, along with 1,772 sq. ft. of basement storage space. The term of the lease is proposed as 7 years with one renewal option for up to 3 years at a rental rate subject to mutual agreement. The rent for the first 7 years is proposed as fixed at

\$1,000 annually. There is no parking included.

Mr. Mitchell also noted that the Portland Development Corporation (PDC) approved a loan to CP for \$25,000 for fit-up of this raw space. The proposed lease also has a clause that it can be terminated upon loan default.

Mr. Mitchell said that this space, which has been vacant for a number of years, would provide CP with a storefront presence which would strengthen their ability to connect with constituents and provide more information of their programs of service. Staff recommends approval.

Chair Brenerman noted that he is also an ex officio CP Board Director. At CP Board meetings, he did not participate in the discussion and vote on use of this space so that he could vote here and at the Council meeting. He said that this is a great move for CP and will provide it much more visibility.

Councilor Thibodeau indicated that he was all set with this; his questions were answered at the last meeting.

Chair Brenerman asked if there was any public comment. There being none, the public comment session was closed.

On motion then made and seconded, the Committee voted unanimously (2-0) to forward this to the City Council with a recommendation for approval.

Ms. Bogdonoff thanked the Committee and look forward to the move and energizing that area of the downtown.

Item #3: Amethyst Lot Planning: Review and provide feedback on draft description of goals and program elements for the Amethyst Lot that will direct its future planning, design, and development into a signature public open space on Portland's Waterfront. (Please see attached PowerPoint presented at meeting.)

Mr. Needelman said that the Amethyst Lot (AL) has been the subject of conversations over the last 15 years. The EDC's guidance will be appreciated as the

process as moves forward. The future of the AL is part of the Eastern Waterfront Integrated Work Plan. A presentation was made to a stakeholder group early yesterday evening, and that group provided a few edits for the program statement that will help guide the process and an RFQ to be issued for the City to choose a design team who will then create design concepts. The AL area to be included in designing concepts has approximately land area of 2 acres, plus the Moon Tide Park – 1 acre, as well as submerged lands (10 acres) – all totaling approximately 13 acres of study area. He noted that Sail Maine occupies approximately 11,000 sq. ft. at the east end of the AL. When cruise ships are docked, the AL is used by many taxis queuing up for the cruise ship passengers; this use will most likely be moved as the AL is developed. Design concepts will include integration with trail uses, which have been in existence since the 1990s. He then showed older design concepts of the AL, with one having tug boats in this area. Those tug boats today are envisioned to be located between Ocean Gateway and the Maine State Pier.

Mr. Needelman continued noting that the Portland Company is planning to have a year-round marina, so a commercial marina at the AL is not currently assumed as a key component. He displayed Alan Graves' concept of a commercial marina from the AL, noting that he has had conversations with Mr. Graves about the concept. Perhaps, in the future, this can be discussed as a potential revenue source and possibly smaller in size. The goal is to have a signature public open space.

Mr. Needelman then showed examples of such public open spaces on the water, including "Sail Newport" and went through the goals, noting that the stakeholder group had a few edits from its meeting yesterday late afternoon and those are highlighted in red (again, please refer to attached presentation).

The timeline would have the staff work group recommending a preferred alternative design with budget to the City Manager in March 2017, followed by EDC and

direction to proceed, review by the Parks Commission, Land Bank Commission, Council Workshop, EDC recommendation to full Council, and Council public hearing and vote June-July 2017.

Mr. Needelman said that staff is requesting guidance/direction only today; no vote is needed.

Councilor Costa had a process question of tying in future improvements with the CIP, and Mr. Needelman agreed. With the design alternatives due in approximately March, staff will then formulate a budget for CIP tie in. He anticipates no construction work occurring in 2017, just the design/engineering work.

Councilor Thibodeau said that he would like to see the taxis out of this area and rather it be used for people who come into the City to park. The program statement for the AL itself will be important and applauded having Moon Tide Park included in the overall design plans.

Chair Brenerman said that stakeholders usually live or work nearby, and he suggested including one or two off peninsula folks in this group.

Mr. Needelman said that the stakeholders at this point include those currently using the area, abutting property owners, among others. Additional stakeholders would be welcomed, and suggested any referrals to him would be appreciated. The overall concept that is chosen may be difficult to pay for, and this may be an opportunity to consider a marina – but to what scale would need to be vetted. It has not been a dominant sentiment to have a commercial marina at the AL. He also noted that the Portland Company site has a commercial marina proposed, and questioned the City being in competition with that marina. Council direction would be requested.

Chair Brenerman questioned the City retaining part of the AL and selling the rest, and Mr. Needelman said that anything is possible. There will need to be prioritization of potential uses, while also noting that a signature open space may require

most of the AL.

Chair Brenerman said that there are many potential uses highlighted and questioned how to prioritize, and Mr. Needelman noted three goals that have been discussed for the future for the AL which include: community boating, public landing, and open space. Prioritization will be a process of omission, and the designer chosen is anticipated to provide multiple designs for consideration.

Chair Brenerman asked about public landings on the peninsula, and Mr. Needelman said that the Maine State Pier has space for up to 5 boats to tie up for 2 hours; depending on how tied up, there may be space for only 2 or 3. Bell Buoy Park has drop off area only. Those are the only two areas on the peninsula for public landings. You can also pay by the hour at DiMillo's or at Portland Yacht Services.

Councilor Costa highlighted the public easement that will be part of the Portland Company plans. Although there are still plenty of moving pieces for that development, that easement can also provide an opportunity to identify locations for community boating, public landing, and open space.

Mr. Needelman said that is important for the AL to be integrated with public and private development, noting that the Portland Company is represented in the stakeholder group.

Chair Brenerman said that, particularly, public access to the waterfront is needed and then asked about next steps.

Mr. Needelman said that concepts provided will also have budgets for their build out. He noted that charter boats could possibly be an element to help with build out for the AL. Updates and concepts will be provided to the EDC periodically.

Chair Brenerman thanked Mr. Needelman and the Committee for moving this forward.

Tony Donovan asked if there would be an opportunity for public comment, and

Chair Brenerman indicated that there would not. There is opportunity for public comments at the stakeholder meetings and at public forums to occur. Mr. Donovan said that he represented the railroad and handed the attached to the Committee: (1) Eastern Promenade Trail Corridor Agreement of 5/3/1995 between the City and State of Maine DOT; and, (2) Memorandum of Understanding of 5/31/2015 between CPB2 LLC and State of Maine DOT.

Mr. Needelman noted that both MDOT and the Maine Narrow Gauge Railroad have been invited to participate in the stakeholder meetings.

Item #4: Review of 2016 Updated Economic Development Committee Work Plan for discussion.

Mr. Mitchell said that this is a regular item at each meeting to update the Committee of what has been done, in progress, and future items. He noted that with Lori Paulette's assistance, 32 of the 44 developed tax-acquired properties have redeemed their properties and are now out of foreclosure. This brought in over \$350K in back taxes, interest, and costs. Because these were redemptions and not sales, the Housing Trust Fund has not yet seen any funding from sales.

Councilor Thibodeau said that outdoor dining is still a topic he would like to look into more to increase seating. He requested other cities be looked into as to how they take care of this issue for extra seating, noting Montreal for one.

Councilor Costa suggested that a meeting be reserved for restaurateurs to come in to talk about anything they want to. Chair Brenerman said that this might be good during January or February when it is slower for the restaurants. Mr. Mitchell said that he can partner with Portland's Downtown on this, and Councilor Costa said that this can be informally discussed now so that restaurateurs will know about this opportunity come January or February for an open forum.

Chair Brenerman said that towards the end of the year/first of next, it would be

interesting for CVB Executive Director Lynne Tillotson to provide the EDC with an update of a future convention center in Portland.

Councilor Costa asked about planning surround the Arctic Council coming to Portland the first of October, and Mr. Mitchell said that he would issue an update on City plans, as well as of the Maine International Trade Center who is spearheading logistics for this event.

Item #5: Executive sessions pursuant to 1 M.R.S.A 405(6)(C), the Committee will go into executive session to discuss the following (6:20pm to 7pm):

- a. **To provide staff direction regarding the possible sale of City owned property located in Portland's East End. See enclosed confidential memo from Greg Mitchell with attachments.**
- b. **To provide staff direction on the possible sale of 7+/- acres of City owned industrial property located in the Riverside Street Industrial Subdivision. See enclosed confidential memo from Greg Mitchell with attachments.**
- c. **To provide staff direction regarding City lease terms with possible new Eastern Conference Hockey League use of space at 94 Free Street in the Spring Street Garage. Confidential memo to be provided before meeting.**

Chair Brenerman noted that Item 5(c) would not be taken up tonight.

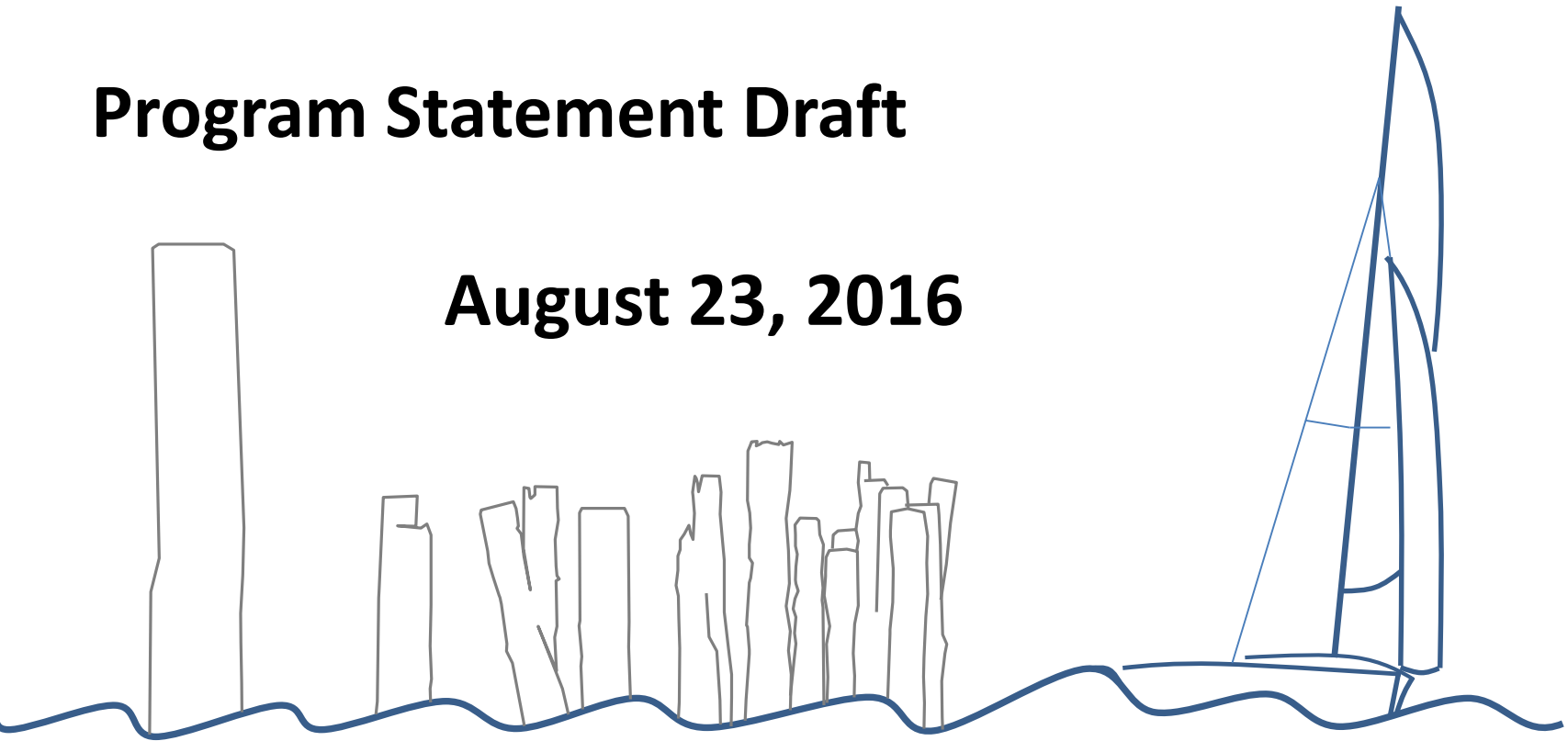
On motion then made and seconded, the Committee voted unanimously at approximately 6:20 to into executive session pursuant to 1 M.R.S.A. 405(6)(C) to discuss items #5(a) and 5(b) above. At approximately 7:00 p.m., the Committee came out of executive session and the meeting adjourned.

Respectfully, Lori Paulette

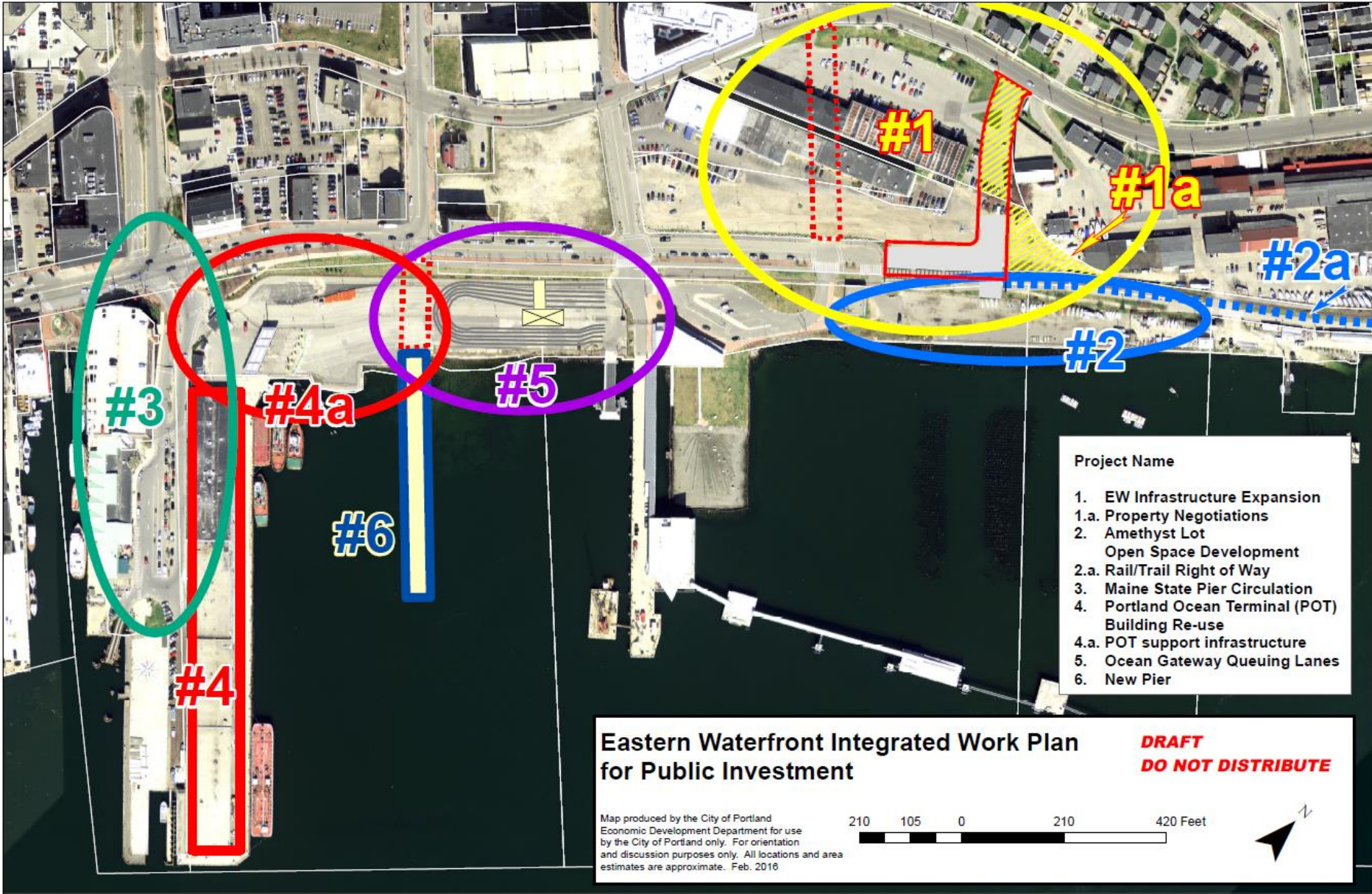
Economic Development Committee Amethyst lot Design Process Briefing

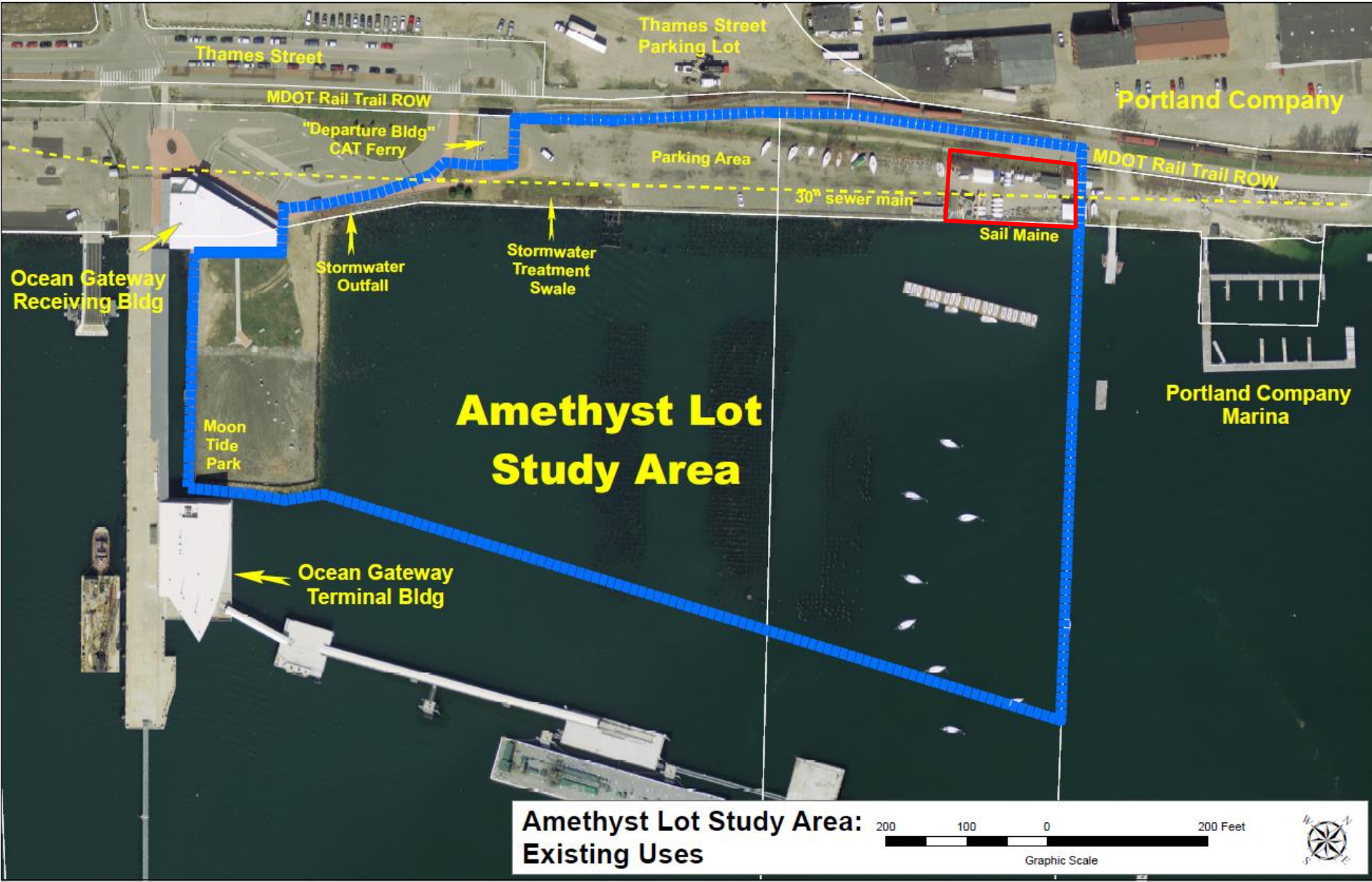
Program Statement Draft

August 23, 2016









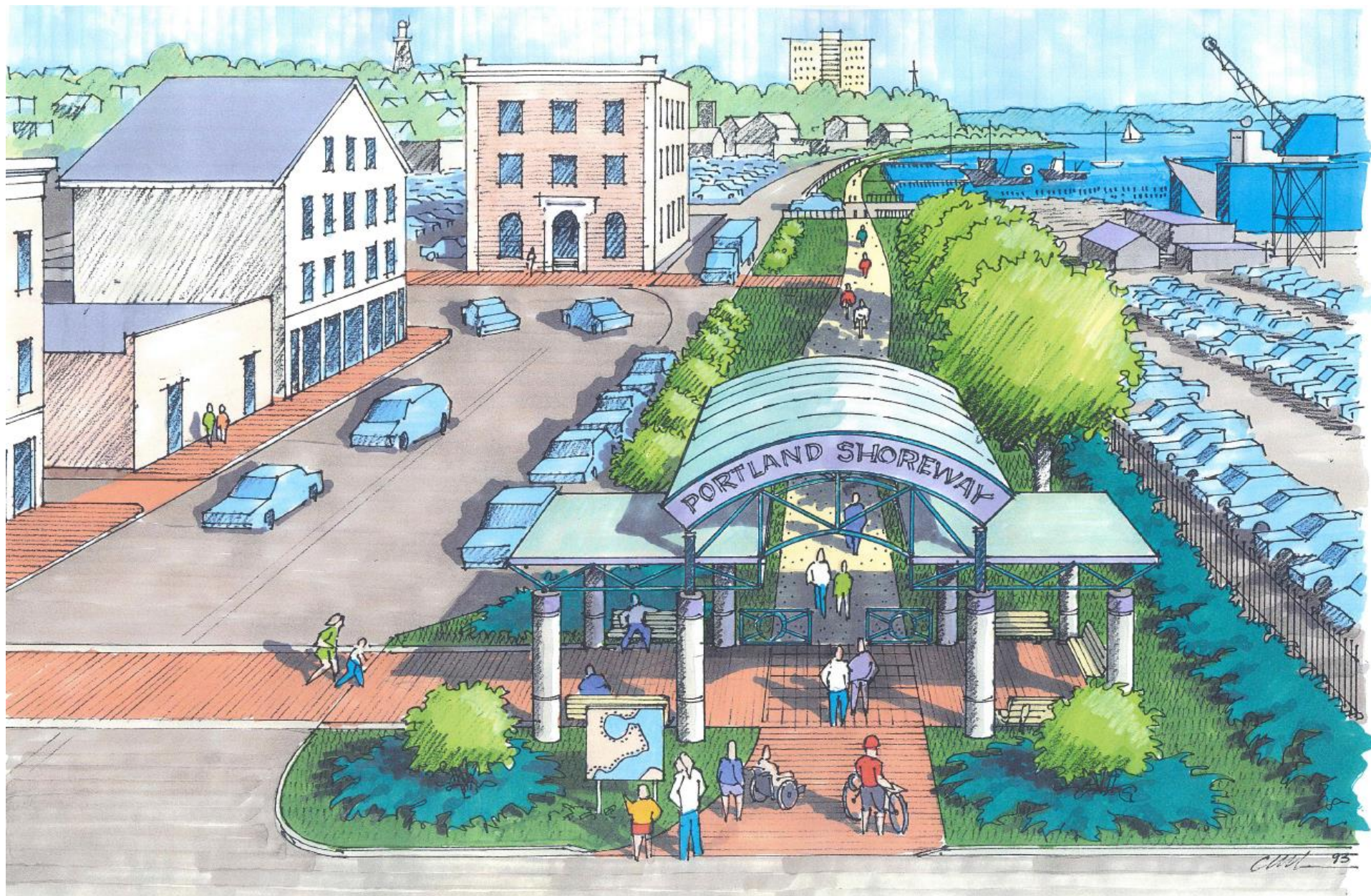


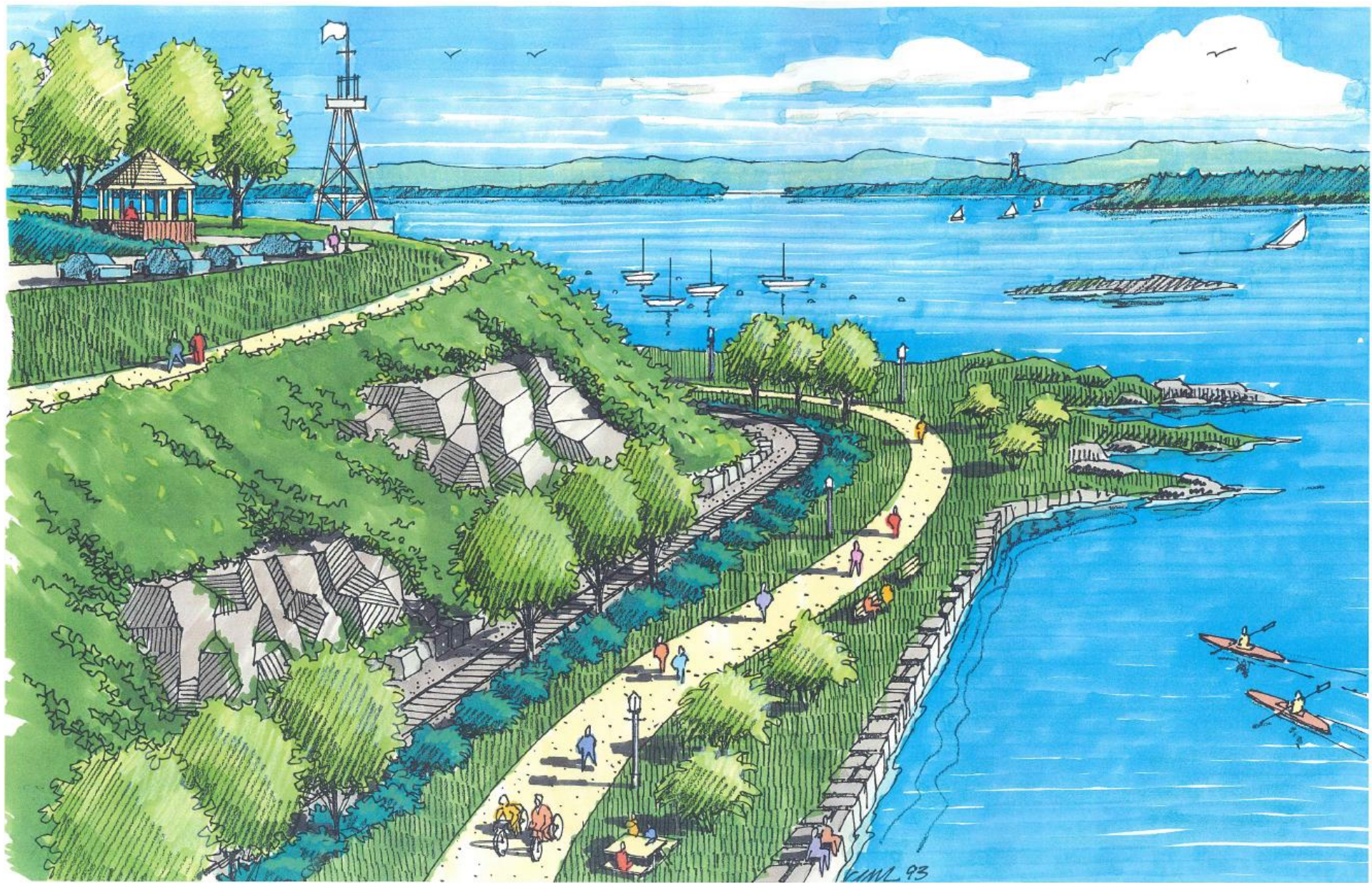




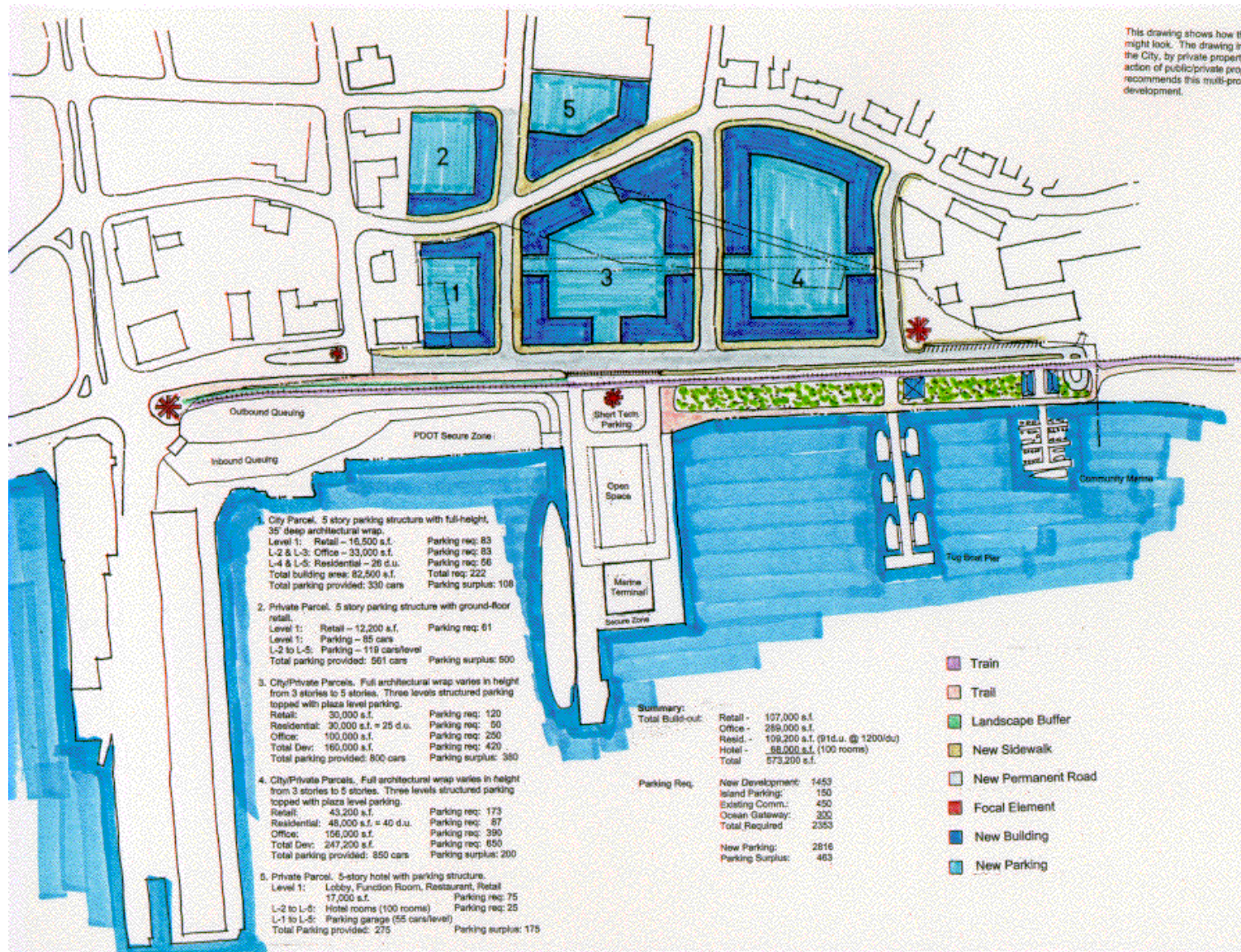












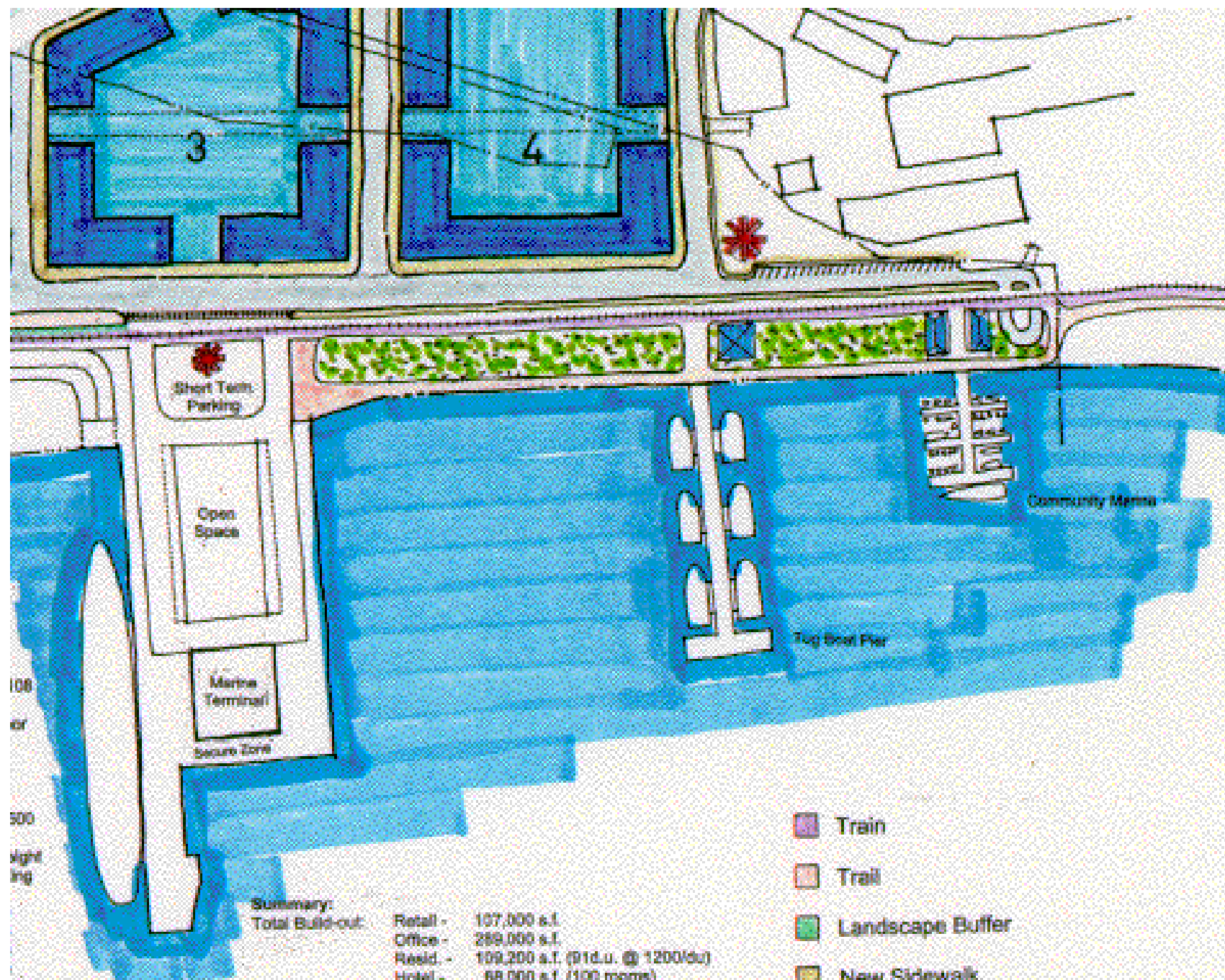
Eastern Waterfront Master Plan: *Small Vessel Marine Support/Public Access Area*

..... provide opportunity for seasonal small vessel berthing and marina development, public access to the water, open space and trail enhancements, and the possibility for a tug boat pier. The character and scale of development in the lands east of Pier 2 should, to the extent possible, be designed to add value and retain views for the Central Redevelopment Area

Development Considerations

- Develop shallow draft commercial and recreational berthing.
- Develop open space and trail enhancements.
- Provide a place for increased public access and use of the water's edge.
- Provide opportunities for development of a public boathouse and landing.
- Retain potential for a wave-attenuating pier to provide future tugboat berthing and expanded protected berthing in the winter months.

Eastern Waterfront Master Plan Excerpts,
Adopted December 2004



Waterfront Low Impact Zone Conceptual Layout Plan

June 28, 2004
For study purposes only
Produced by the City of Portland Planning
Division and the Department of Ports and
Transportation

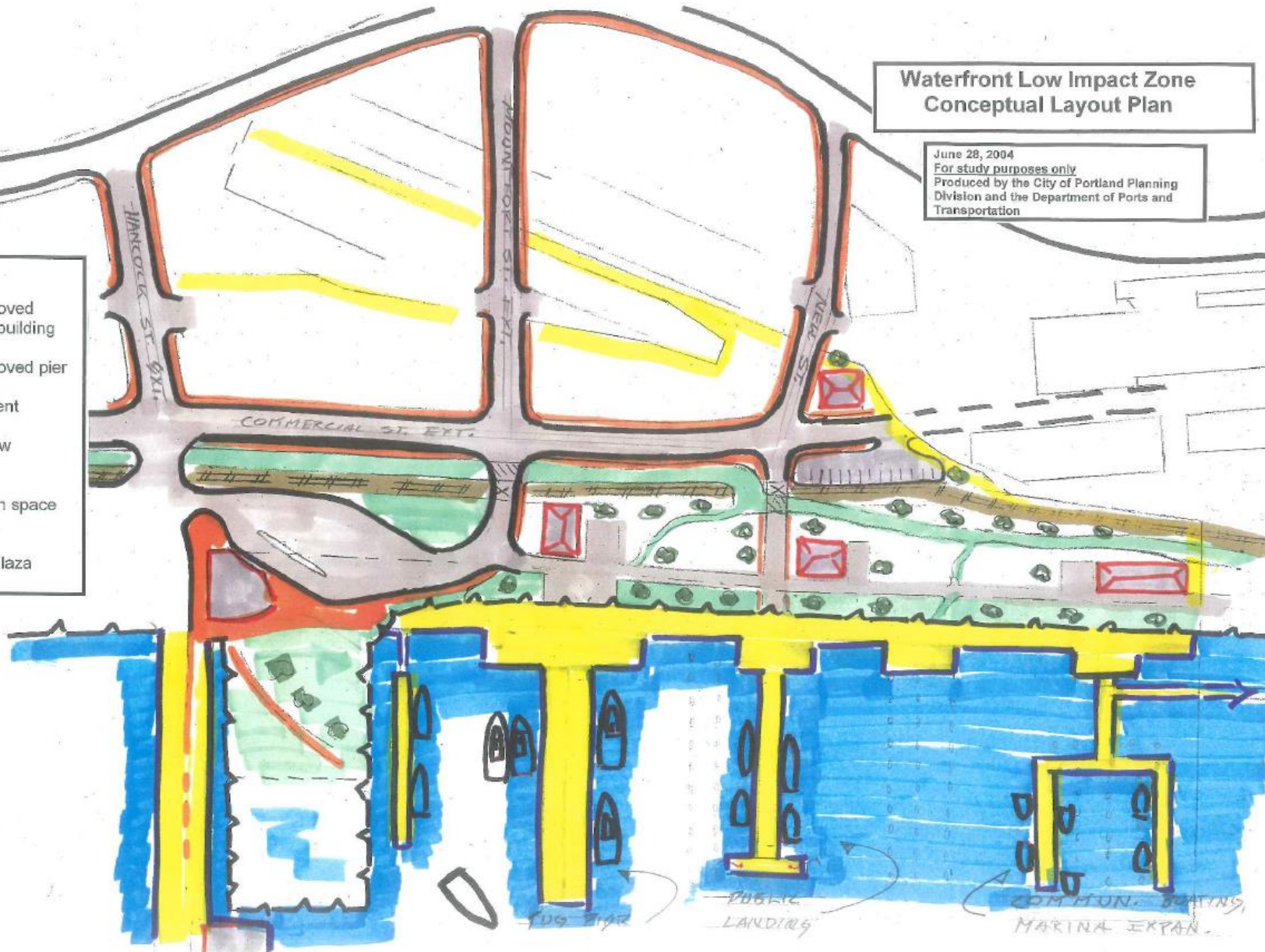
Legend

-  New or improved marine use building
-  New or improved pier
-  New pavement
-  Maine Narrow Gauge Rail
-  Trail or green space
-  Sidewalk or pedestrian plaza



Approx North

Scale: 1"=100' +/-





VINTERBAD BRYGGEN

SKITSEFORSLAG

2012-07-06





























Draft Goals:

- The Amethyst Lot will provide the City of Portland a signature amenity that functionally, visually, and symbolically connects people with Portland's maritime heritage and future.
- The Amethyst Lot will provide Portland citizens and visitors an accessible place to interact year round with the water at user-directed intensities – from quiet contemplation to performance competition – from toes in the water to maritime adventure – from a memorial service to commercial enterprise.
- The Amethyst Lot will provide a public face, an open door, and a front porch on the world class resource of Casco Bay.
- The Amethyst Lot will add value to its neighbors, the Eastern Prom Trail, Moon Tide Park, public infrastructure, multi modal transportation, and integrated public and private developments.
- The Amethyst Lot will provide opportunities for play for children and adults of all ages.
- The Amethyst Lot will anticipate and accommodate sea level rise and intense storm threats through resilient and responsible design.
- The Amethyst Lot will improve water quality and the environment of Portland Harbor by helping to reduce combined sewer overflows.
- The Amethyst Lot will provide a permanent home for community boating users.
- The Amethyst Lot will have a better name.

Minimum Development Program

Minimum Development Program for the Amethyst Lot:

- Public landing and transient vessel berthing.
- Open space and trail enhancements that are fully accessible by pedestrians and bicyclists.
- Trail system continuity serving both access to the site and thru-site commuter users.
- ~~Opportunities~~ Permanent facilities for community boating, ~~including and~~ Sail Maine.
- Public views to and from the water using low-scale, dispersed structures/landscape design elements where needed.
- Opportunities for passive enjoyment of the water.
- Access to the intertidal zone.
- Storm water treatment for on-site impervious surfaces.
- Short-term and long-term plan for remnant piling fields from the Grand Trunk grain piers.

Potential Additional Program Elements

- Commercial berthing for home-port charter and water taxi services.
- ~~Public rest rooms~~
- Public fishing amenities, where safe and appropriate
- Signature Feature –functional and/or artistic statement symbolizing the site and the city; could take the form of design feature, a particular use, public art installation, etc.
- Storm water management for off-site impervious surfaces

Examples of Design Features

- Tide pool playground
- Public art
- Fountains and play features (hills, mounds, boulders, splash pads, etc.)
- Seating for multiple uses in a variety of conditions
- Living shoreline/beach construction
- New fixed piers and re-use of existing pilings and historic pier areas
- Floating docks
- Reasonably scaled and sensitively sited and structures supporting on-site program (potentially on land, docks, or floats)
- Small on-land structures supporting on-site program
- Green infrastructure highlighting interaction between water and land
- Storm drain outfall on the site which will allow the city to provide separated storm drain service to the Munjoy Hill/Fore Street Watershed
- ~~Pedestrian~~ pathways, internal, at water's edge, or extending over the water, augmenting the Eastern Prom Trail
- Shared facilities that accommodate multiple compatible uses
- Lawns and/or hills
- Picnic areas
- Steps, ramps, seats at/to the water's edge
- Info signs/wayfinding
- Short-term parking and *pick up-drop off* serving on-site uses
- Public rest rooms, changing rooms
- Launch and haul capabilities for on-site community boating tenants

Draft Work Plan:

- **RFP for consulting services** **Sept – Nov 2016**
- **Initiate design process** **Dec 2016**
- **Stakeholder input** **Jan 2017**
- **Alternatives development** **Jan – Feb 2016**
- **Public Forum** **Feb 2017**

- **Staff Workgroup recommends preferred alternative with planning budget to City Manager** **March 2017**

- **EDC – Direction to proceed** **March 2017**
- **Parks Commission – Present preferred alternative** **March-April 2017**
- **Full Council Workshop** **May 2017**
- **EDC – Recommendation to full Council** **June 2017**
- **Full Council Public Hearing** **June – July 2017**

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EASTERN PROMENADE TRAIL CORRIDOR AGREEMENT

Agreement executed this 3rd day of MAY, 1995, by and between the CITY OF PORTLAND, a body politic and corporate, located in Cumberland County, Maine (hereinafter referred to as the "CITY") and the STATE OF MAINE, acting by and through its Department of Transportation, located in Augusta, Kennebec County, Maine (hereinafter referred to as the "DEPARTMENT").

WHEREAS, the DEPARTMENT purchased a certain parcel of land (hereinafter the "Department's Property") in the City of Portland shown as Parcel C on a Plan entitled "Land Title Survey and Subdivision Plan in Portland, Maine, USA," (hereinafter the "Plan") made for The Trust For Public Land, the City of Portland, the Maine Department of Transportation and the Canadian National Railway Company, Sheets 1 through 7, dated February 19, 1993, as revised through June 28, 1993, and recorded in the Cumberland County Registry of Deeds in Plan Book 193, Pages 187 to 193; and

WHEREAS, the CITY purchased certain parcels of land shown on the Plan as Parcel A, Parcel B and Lot 2 (hereinafter the "City's Property"); and

WHEREAS, the DEPARTMENT purchased the Department's Property utilizing funds available under the Intermodal Surface Transportation Efficiency Act of 1991 which provided for, among other things, the use of federal highway dollars for: (1) the preservation of the railway corridor, (2) the conversion and use of portions of such corridor for pedestrian and bicycle trails and facilities, (3) the acquisition of scenic easements and scenic or

WHEREAS, the CITY and DEPARTMENT have agreed to provisions relating to construction and maintenance of the Eastern Promenade Trail Corridor as described in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the parties have agreed to the terms and conditions of this Agreement in an effort to achieve the various goals of the DEPARTMENT and the CITY and in consideration of the CITY's assuming responsibility for overseeing the landscaping, construction of improvements, development and maintenance of the trails and recreational facilities within the Eastern Promenade Trail Corridor; and

WHEREAS, the DEPARTMENT and the CITY have the benefit and protection of the Maine Tort Claims Act for those uses which are being granted to the CITY hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the CITY and the DEPARTMENT covenant and agree as follows:

1. The DEPARTMENT hereby reserves the right to install within the Rail Corridor a rail line, together with such appurtenances as may be necessary or appropriate for the operation of such line and the maintenance of public safety.

2. The DEPARTMENT hereby grants to the CITY the right and easement to use the Eastern Promenade Trail Corridor for the installation, maintenance, replacement, repair and relocation of one or more pathways for recreational and non-motorized (except as necessary for disabled and emergency access) transportation uses, including without limitation use by pedestrians, runners, hikers, bicyclists, persons using roller blades, and persons in wheel chairs. At such time as the DEPARTMENT reactivates standard gauge

historic sites, (4) landscaping and other scenic beautifications, and (5) historic preservation; and

WHEREAS, the CITY purchased the City's Property in order to facilitate the construction of a shorefront pedestrian and bicycle trail and to provide for future transportation, economic development and recreational uses; and

WHEREAS, the DEPARTMENT desires to assure the ability to reestablish standard gauge rail service and to preserve a continuous rail corridor twenty-six (26) feet in width extending from the intersection of Commercial and India Streets in Portland at Railway Mile 0.0 to Railway Mile 1.43 on the former Atlantic and St. Lawrence Railroad Line at the location more particularly described on Exhibit A, attached hereto (hereinafter the "Rail Corridor"); and

WHEREAS, the CITY wishes to provide for a recreational and transportation pedestrian and bicycle trail and waterfront park over, under and along all of the Department's Property which is not within the Rail Corridor (hereinafter the "Eastern Promenade Trail Corridor"); and

WHEREAS, the CITY and the DEPARTMENT have agreed that landscaping, construction of improvements including, but not limited to, fencing, lighting, signage, and maintenance of improvements and provisions for public safety within the Eastern Promenade Trail Corridor are to be administered by the CITY; and

rail service within the Rail Corridor then, if determined by the DEPARTMENT to be necessary in order to preserve public safety, the CITY shall install fencing with the cost of said fencing to be borne either by the CITY or the operator re-establishing rail service or both, at the edge of but outside of the Rail Corridor to segregate the public's use of the Eastern Promenade Trail Corridor from any rail activity uses.

3. Following the approval of the Eastern Promenade Trail Plan (hereinafter the "Trail Plan") by the DEPARTMENT, the CITY shall not install any structures or make any alterations or improvements not shown on the Trail Plan exceeding Twenty-five Thousand Dollars (\$25,000) in cost to the Eastern Promenade Trail Corridor, calculated as a combined cost over any three consecutive years without prior written approval from the DEPARTMENT. Said approval shall not be unreasonably withheld or delayed. The Twenty-five Thousand Dollar (\$25,000) cost shall be adjusted annually from base year 1994 by reference to the U.S. Consumer Price Index for all Items for Urban Wage Earners and Clerical Workers (1982/1984 = 100) ("CPI").

4. The CITY shall have the right to construct and maintain two "trail" crossings over the Rail Corridor, which, if necessary as determined by the DEPARTMENT, shall be actively protected; one from Lot 2 to Parcel B of the City's Property as shown on the Plan and the other to cross the Rail Corridor in the general vicinity of the westerly end of the railroad trestle. Separate, detailed agreements regarding the locations and uses of said "trail" crossings of the Rail Corridor shall be executed by the DEPARTMENT and the CITY at such time as the Trail Plan has been finalized and approved by the DEPARTMENT and prior to any use of such "trail" crossings by the CITY.

5. The CITY and the DEPARTMENT further acknowledge that the railroad trestle and swivel bridge (hereinafter the "Trestle") gives rise to a unique opportunity to provide for a pedestrian and bicycle trail connecting the Eastern Promenade Trail corridor with East Deering and the other communities north of the Portland Peninsula and agree that, if and when the Trestle is restored or funds are allocated for the Trestle's restoration, the CITY and the DEPARTMENT will enter into a separate agreement providing for use of the Trestle for pedestrian and bicycle users subject to such rail use as may be permitted or provided for, by the DEPARTMENT.

6. Until such time as the Trestle may be placed into full operation, the DEPARTMENT agrees that the CITY shall have the right, but not the obligation, upon written authorization by the DEPARTMENT, to expend funds, whether directly or as may be allocated from time to time from State or Federal funds for

purposes of re-decking that portion of the Trestle which extends from its westerly end to the westerly end of the swivel bridge and to make such other improvements on the said portion of the Trestle as may permit use by the public for fishing, walking, strolling and other recreational purposes. In such event of re-decking, the CITY shall ensure that said portion of the Trestle is safe-guarded twenty-four (24) hours a day. At such time as the Trestle is placed into full operation for rail service, the CITY shall remove or relocate any re-decking as directed by the DEPARTMENT. Nothing in this paragraph shall be construed to extend the easement granted to the CITY in paragraph 2 of this Agreement onto the Trestle.

7. The DEPARTMENT further grants the CITY the right and easement to permit and allow the public to use portions of the Eastern Promenade Trail Corridor for such purposes as may be customarily permitted within public parks throughout the CITY.

8. The CITY and the DEPARTMENT further understand and agree that, except for providing periodic police presence and providing police response capability, the CITY's intention hereunder to construct trail and recreation improvements and amenities within the Eastern Promenade Trail Corridor is contingent upon receipt by the CITY of such funds as may become available from time to time from Federal, State, CITY and private sources and that the CITY by executing this Agreement is not committing to any specific timetable for the making of improvements thereto.

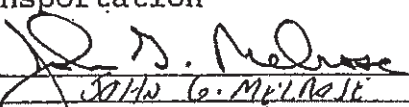
9. In the event that the DEPARTMENT condemns any of the area covered by this right and easement, the DEPARTMENT agrees to relocate improvements constructed under the approved Trail Plan, as amended from time to time, at its expense and the CITY agrees to waive any right to compensation for any value in improvements affected by the condemnation which were made with funds provided by or administered by the DEPARTMENT and for any value in any affected easement rights granted hereunder to the CITY at no cost.

IN WITNESS WHEREOF, the CITY and the DEPARTMENT have caused this instrument to be duly executed by their duly authorized representatives on the date first written above.



Witness

STATE OF MAINE, acting by and
through its Department of
Transportation

By: 

(type or print name)
Acting Commissioner

STATE OF MAINE
CUMBERLAND, ss.

MAY 3, 1995

Personally appeared the above-named JOHN G. MILLSIE,
~~Acting~~ Commissioner of the State of Maine Department of
Transportation, and made oath that the foregoing instrument is his
free act and deed in his said capacity and the free act and deed of
the State of Maine Department of Transportation.

Before me,

[Signature]
Notary Public/~~Attorney at Law~~
COMMISSION EXPIRES: 11/30/97

CITY OF PORTLAND

[Signature]
Witness

By: [Signature]
Robert Ganley
Its City Manager

STATE OF MAINE
CUMBERLAND, ss.

April 21, 1995

Personally appeared the above-named Robert B. Ganley, City
Manager of the City of Portland, and made oath that the foregoing
instrument is his free act and deed in his said capacity and the
free act and deed of the City of Portland.

Before me,

[Signature]
Notary Public/~~Attorney at Law~~



OWEN HASKELL, INC.

EXHIBIT A

CENTER LINE DESCRIPTION
TWENTY-SIX FOOT WIDE CORRIDOR
MAINE NARROW GAGE RAILROAD

A certain lot or parcel of land, being a twenty-six foot wide corridor, running from a point near the corner of Commercial Street and India Street, through land formerly of the Canadian National Railway Company, around the Eastern Promenade, to the existing abandoned railroad bridge at Back Cove in the City of Portland, County of Cumberland, State of Maine. The centerline of said twenty-six foot wide corridor being further described as follows:

Beginning at a point on the Easterly sideline of India Street, that is distant N-30°-35' W, 13.12 feet, measured by said sideline from the Southeast corner of India Street and Commercial Street.

Thence by said centerline on the following described courses, distances and curves;

N- 67°-18'-24" E, 91.46 feet to a point;

Thence N-56°-16' E, 619.76 feet to a point;

Thence N-62°-51' E, 202.07 feet to a point;

Thence N-74°-21' E, 173.72 feet to a point;

Thence N-68°-31'-30" E, 741.30 feet to a point;

Thence N-63°-18'-30" E, 1015.80 feet to a point of curve;

Thence by a concave curve to the Northeast having a radius of 766.00 a distance of 528.08 feet, measured on the arc thereof and a chord bearing and distance of N -43°-33'-30" E, 517.69 feet to a point of compound curve;

Thence by a concave curve to the Northeast having a radius of 947.00 feet a distance of 647.08 feet measured on the arc thereof and a chord bearing and distance of N-4°-14'-E, 634.57 feet to a point of tangent;

Thence N-15°-20'-30" W, 518.21 feet to a point of curve;

Thence by a concave curve to the Northwest having a radius of 1,330.82 feet a distance of 675.14 feet measured on the arc thereof and a chord bearing and distance of N-29°-52'-30" W, 667.92 feet to a point of tangent;



OWEN HASKELL, INC.

CENTERLINE DESCRIPTION
TWENTY-SIX FOOT WIDE CORRIDOR
MAINE NARROW GAGE RAILROAD
(page 2)

Thence N-44°-24'-30" W, 44.74 feet to a point;

Thence N-46°-34'-58" W, 557.78 feet to a point;

Thence N-43°-38'-05" W, 739.45 feet to a point;

Thence N-35°-38'-05" W, 571.82 feet to a point of curve;

Thence by a convex curve to the Northwest having a radius of 687.42 feet a distance of 204.58 feet measured on the arc thereof and a chord bearing and distance of N-27°-06'-33" W, 203.82 feet to a point of tangent;

Thence N-18°-35' W, 114.08 feet to a point at said abandoned railroad bridge.

The above described courses are magnetic 1967.

The twenty-six foot wide corridor herein described by its centerline contains 4.44 acres.

Louis T. Haskell

EXHIBIT B

PROVISIONS RELATING TO CONSTRUCTION AND MAINTENANCE
OF THE EASTERN PROMENADE TRAIL CORRIDOR

1. Specifications.

(a) The CITY shall, at its sole expense, and at all times during the terms of this Agreement maintain the Eastern Promenade Trail Corridor (hereinafter the "IMPROVEMENTS") in accordance with the design indicated on a plan approved by the DEPARTMENT and the provisions of applicable statutes, orders, rules, or regulations of any competent public authority. The CITY shall not proceed with any construction or maintenance except as provided in paragraph 3 of the Trail Corridor Agreement, without the prior written approval of the Director of the Rail Transportation Division of the DEPARTMENT, which approval shall not be unreasonably withheld or delayed.

(b) If, in any particular, said specifications conflict with any statutes or with any orders, rules, or regulations of any competent public authority having jurisdiction in the matter, then such statutes, orders, rules, or regulations shall prevail, but in all remaining particulars said specifications shall govern.

2. Construction and Maintenance.

(a) The CITY, in constructing and maintaining the IMPROVEMENTS, shall avoid interference with the operation of trains and locomotives and with the use and enjoyment by the DEPARTMENT of its property. The CITY shall, except in emergency, give not less than 10 days written notice to the Director of the Rail Transportation Division of DEPARTMENT and to any rail operators designated by the DEPARTMENT of the day and hour the CITY proposes to construct, reconstruct, remove or maintain the IMPROVEMENTS. In the event the Director of the Rail Transportation Division of DEPARTMENT considers the time specified in such notice unsatisfactory or inconvenient he shall, within 5 days after receipt of such notice, notify the CITY to that effect in writing and shall specify a time satisfactory or convenient to DEPARTMENT.

Should emergency work be necessary the CITY shall notify DEPARTMENT by telephonic or facsimile communication that such work is to be done.

(b) If the CITY shall fail to properly maintain its IMPROVEMENTS or if the IMPROVEMENTS interfere with drainage or

other uses of DEPARTMENT's property, then DEPARTMENT may order changes in the IMPROVEMENTS at the CITY's expense or may (but shall have no obligation to do so) make such repairs to the facilities of the CITY as may be immediately necessary for the safety of trains and property of DEPARTMENT. DEPARTMENT shall promptly notify the CITY of the making of such repairs. DEPARTMENT shall not incur any liability as a result of performing such repairs and the provisions of Paragraph 6 shall apply.

The CITY agrees to pay to DEPARTMENT the cost of such repairs on or before the fifteenth day of the month next succeeding that in which a bill therefore is rendered.

3. Use.

The CITY shall use the IMPROVEMENTS solely for those purposes specified in the Use Agreement. The CITY shall be solely responsible for acquiring and complying with federal, state and local permits required for its intended use.

It is expressly agreed that no hazardous waste, as defined in Title 38 M.R.S.A. Section 1303(5), shall be deposited in any portion of the IMPROVEMENTS under any circumstances.

4. Protection of Other Utilities.

The CITY shall protect the power, communication, signal and other utility lines on, over, or under the property of DEPARTMENT from damage of any kind by or because of the IMPROVEMENTS, maintenance, or use of said IMPROVEMENTS, and shall construct, maintain and use said IMPROVEMENTS in such a manner as will not damage or injuriously affect the use of power, communication, signal or other utility lines of DEPARTMENT or other companies which may have under contract the right to maintain such utilities on the property of DEPARTMENT.

5. Liability and Risk.

(a) The CITY and DEPARTMENT agree that all cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees), and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change, relocation, or removal of the IMPROVEMENTS, shall be borne by the CITY. The

CITY also shall bear the cost of inspections performed by DEPARTMENT to determine whether the CITY is in compliance with this agreement during all phases of construction and maintenance of the IMPROVEMENTS. Said cost to CITY for annual inspections shall be limited to the actual cost of an inspector for a period not to exceed eight (8) hours. Costs of inspections related to alterations shall be negotiated by parties and included in CITY's project budget at such time as DEPARTMENT approves of any alterations or maintenance activities.

(b) The CITY assumes all risk of loss or damage to the CITY's property, inclusive of free or unused materials, supplies and equipment, however caused, resulting directly or indirectly, by reason of the installation, maintenance, use, existence or removal of the IMPROVEMENTS, and hereby releases DEPARTMENT from any and all liability on account of such loss or damage, except for loss or damage caused by the negligence of DEPARTMENT.

(c) Notwithstanding the above provisions, neither the CITY nor the DEPARTMENT hereby waive any immunities or rights it may have under the Maine Tort Claims Act, 14 M.R.S.A. Section 8101, et seq, or any other law granting immunity or limitations on liability.

6. Changes or Relocation.

CITY shall, at its sole expense, pay all costs of changes to or relocation of the IMPROVEMENTS if such change or relocation is made at the request of CITY. DEPARTMENT may request that CITY change or relocate the IMPROVEMENTS in order to protect or maintain the rail corridor and such requests shall not be unreasonably denied. If such change or relocation is required, directly or indirectly, by statute or by any order of any competent public authority having jurisdiction in the matter or if the change or relocation is required because of any action by CITY or any CITY authority, including but not limited to alterations of city streets or developments approved by CITY, such change or relocation shall be at expense of CITY. In other cases, DEPARTMENT shall either pay for the expense of the change or relocation or assess all or part of it to a third party.

Nothing in this section shall prevent either DEPARTMENT or CITY from assessing the cost of a change or relocation to a third party whose activities have led to the necessity for the change or relocation.

7. Discontinuance.

The CITY shall, at its sole expense, upon termination of this agreement, or upon the abandonment or discontinuance of use of the IMPROVEMENTS, promptly remove its property from the premises of DEPARTMENT after receiving a written request from DEPARTMENT and restore such premises disturbed by the IMPROVEMENTS to a condition satisfactory to the Director of the Rail Transportation Division of DEPARTMENT, and upon the completion of such work this agreement shall terminate.

8. Cost of Changes.

If, after abandonment or discontinuance of use, CITY fails to remove the IMPROVEMENTS or its property from the trail corridor, within a reasonable period of time following the receipt of a written request from the DEPARTMENT, the DEPARTMENT may remove the IMPROVEMENTS or property and may render bills for the costs of such removal to CITY, which bills the CITY agrees to pay within thirty (30) days.

9. Taxes.

The CITY shall pay all taxes and other amounts assessed upon the IMPROVEMENTS, or on account of the existence of the IMPROVEMENTS, and shall indemnify DEPARTMENT against the payment of such taxes or other amounts.

10. Additional Obligations of the City.

10.1 Compliance with Laws. The CITY agrees to perform the IMPROVEMENTS pursuant to this Agreement in compliance with all applicable federal, state and local laws, regulations and administrative policies. This shall include without limitation compliance with the requirements of the Clean Air Act (42 USC 18570-9), the Comprehensive Environmental Response, Compensation, and Liability Act (42 USC 9601 et seq.), the Resource Conservation and Recovery Act (33 USC 1318), the Maine Uncontrolled Hazardous Substance Site Law (38 M.R.S.A. §1361-§1371), 23 M.R.S.A. §5005, all as amended from time to time, and all of the regulations issued thereunder. The CITY will notify the DEPARTMENT of the receipt of any communication indicating that the CITY has not complied with such laws or regulations, including without limitation providing the DEPARTMENT with a copy of any notice from the Environmental Protection Agency and/or the Maine Department of Environmental Protection, which indicates that the Line is under consideration

for inclusion on the Environmental Protection Agency's or the Maine Department of Environmental protection's list of violating facilities.

10.1.1 All costs and penalties relating to any contamination requiring clean-up under federal or state solid or hazardous waste law caused or contributed as a result of the CITY's operation shall be the responsibility of the CITY.

10.1.2 The construction, use and maintenance of the trail corridor shall not infringe, impact or prejudice the ability of the DEPARTMENT to contribute air emissions or pollutants within the same air quality planning area.

Notwithstanding the foregoing, the CITY reserves the right to pursue enforcement against any other party contributing air emissions or pollutants within the same air quality planning area.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this 31st day of March 2015 by and between CPB2 LLC ("CPB2"), a Delaware limited liability company, having a mailing address of P.O. Box 17919, Portland, Maine 04101, and STATE OF MAINE DEPARTMENT OF TRANSPORTATION ("DOT"), having an office at Child Street, 16 State House Station, Augusta, Maine 04333-0016.

WITNESSETH:

WHEREAS, CPB2 is the owner of the property located at 58 Fore Street in Portland, Maine (the "CPB2 Property"), which is depicted on the ALTA survey attached hereto and made a part hereof as Exhibit "A" (the "Survey") and which is commonly known as "The Portland Company Complex;" and

WHEREAS, DOT is the owner of the rail/trail corridor cross-hatched on the Survey (the "DOT Property"), which bisects the CPB2 Property and which is approximately fifty (50) feet wide, consisting of an approximately twenty-six (26) foot wide rail corridor ("Rail Corridor") and an approximately twenty-four (24) foot wide trail corridor ("Trail Corridor"); and

WHEREAS, in connection with the redevelopment of the CPB2 Property, CPB2 would like to create a recreational, public pathway on the portion of CPB2 Property abutting the water to replace the use of the current Trail Corridor; and

WHEREAS, CPB2 and the DOT have been discussing the redevelopment of the CPB2 Property and the creation of a new waterfront recreational, public pathway; and

WHEREAS, CPB2 and the DOT desire to enter into this MOU in order to memorialize their agreements;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CPB2 and the DOT hereby agree as follows:

1. Upon the request of CPB2, the DOT agrees, subject, to the terms of this MOU, to swap the portion of the DOT Property shown in purple on the Survey (the "DOT Swap Property") for the portion of the CPB2 Property shown in green on the Survey (the "CPB2 Swap Property"). The parties acknowledge that the depiction of the DOT Swap Property and the depiction of the CPB2 Swap Property is not to scale, and represents an illustration of the approximate location of the respective areas. It is the intent of the parties that, upon the completion of the swap, the DOT Property, as reconfigured, will be fifty (50) feet wide and will be located closer to the waterfront, subject to the provisions of clause 1.d below. The parties agree that:
 - a. ~~The DOT Property, as reconfigured, shall continue to be used as a rail corridor and a trail corridor;~~

- b. DOT shall grant to CPB2 an easement or easements over the DOT Property, as reconfigured, for pedestrian and vehicular access between the portion of the CPB2 Property, as reconfigured, located on the north side of the DOT Property and the marina and the portion of the CPB2 Property, as reconfigured, located on the south side of the DOT Property. The parties acknowledge that the scope and location of such easements will be informed through the master planning process and the redevelopment of the CPB2 Property, but it is generally agreed that the pedestrians' right to cross the DOT Property, as reconfigured, will not be restricted to specific areas, and that the terms and conditions of such easement or easements shall be reasonably acceptable to both parties;
 - c. If DOT concludes, through its normal and customary evaluation process, that the fair market values of the properties being swapped are equal, then no consideration shall be exchanged between the parties in connection with the swap. If DOT concludes, through its normal and customary evaluation process, that there is a discrepancy in the values of the properties being swapped, then the parties will work cooperatively to arrive at terms that will allow the swap to go forward;
 - d. CPB2 will retain a strip of land along the waterfront in order to preserve its right to have a marina, which may be approximately ten (10) to twelve (12) feet wide (the "Waterfront Strip"); the parties acknowledge and agree that the width of the area may be more than 10-12' in various locations to accommodate the variations in the waterfront and will be informed through the master planning process and the discussions with the Planning Department for the City of Portland. The depiction of this area on Exhibit A is not to scale, and represents an illustration of the approximate location of the strip to be retained. The parties will agree upon the exact location of the Waterfront Strip at the time of the swap; and
 - e. CPB2 will cause the Survey to be revised to reflect the agreed upon location of the DOT Property, as reconfigured, the CPB2 Property, as reconfigured, and the Waterfront Strip.
2. CPB2 may elect, at its sole discretion, to exercise its rights under Paragraph 1 of this MOU by notice given to the DOT at any time on or before the tenth (10th) anniversary of the date of this MOU. If CPB2 exercises such rights, the parties shall enter into a purchase and sale agreement (the "P&S") setting forth the terms and conditions of such swap (the "Swap"), the terms and conditions of which shall be consistent with this MOU and with DOT's rights and obligations under Maine and federal law. The parties agree to negotiate such agreement in good faith.
3. In connection with the Swap, CPB2 shall perform, at its sole cost and expense, a geological test of the soils within the existing Rail Corridor and the soils within the proposed relocation of the Rail Corridor (the "Relocated Corridor"). CPB2 shall submit the results of the tests to the DOT for review.

- a. If the results of the test show that the density of the soils are substantially the same or that the density of the soils within the Relocated Corridor are better than the density of the soils within the existing Rail Corridor, then such test results shall be deemed to be satisfactory to the DOT and CPB2 shall not be obligated to do any work to the soil within the Relocated Corridor.
 - b. If the results of the test show that the density of the soils within the Relocated Corridor are worse than the density of the soils within the existing Rail Corridor, then CPB2 agrees, at its sole cost and expense, to do such work as is commercially reasonable to bring the density of the soils within the Relocated Corridor up to the density of the soils within the existing Rail Corridor. Such work shall be a condition precedent to the closing under the terms of the P&S.
4. The parties acknowledge that the DOT and The Trust for the Preservation of Maine Industrial History and Technology (the "Narrow Gauge") have entered into a lease agreement dated October 1, 2009 (the "Narrow Gauge Lease"), pursuant to which the DOT has allowed the Narrow Gauge to install, maintain, repair, replace and operate the railroad tracks for its narrow gauge trains within the existing Rail Corridor. If, as a result of the Swap, the tracks belonging to the Narrow Gauge are not located within the Relocated Corridor, CPB2 agrees to the following:
 - a. CPB2 shall relocate, at no expense to the DOT or the Narrow Gauge, the existing narrow gauge railroad tracks so that they are located within the Relocated Corridor or other location reasonably acceptable to the Narrow Gauge and CPB2, or
 - b. CPB2 shall enter into an agreement with the Narrow Gauge, pursuant to which CPB2 agrees to permit the Narrow Gauge to continue to maintain, repair, replace and operate the existing narrow gauge railroad tracks in their then location or such other location reasonably acceptable to the Narrow Gauge and CPB2 for the balance of the term of the Narrow Gauge Lease.
5. If it is determined that a Phase I Environmental Site Assessment of the existing Rail Corridor is required in connection with the Swap, CPB2 agrees to obtain, at its sole cost and expense, such Assessment and to submit such Assessment to the DOT for review.
 - a. If, as a result of the findings of the Phase I Environmental Assessment, it is determined that a Phase II Environment Site Assessment is required in connection with the Swap, CPB2 agrees to obtain, at its sole cost and expense, such Assessment and to submit such Assessment to the DOT for review.
 - b. If it is determined that environmental remediation is required in connection with the existing Rail Corridor, the parties acknowledge that the DOT shall not be required to perform such remediation unless CPB2 agrees to pay for all associated costs or the DOT is otherwise reimbursed for such costs.

6. In addition to the P&S, CPB2 and the DOT agree to perform, execute and deliver, or to cause to be performed, executed and delivered, in connection therewith any and all such further acts, documents, deeds and assurances as may be necessary to consummate the transactions contemplated by the Swap.
7. As a condition to the closing under the terms of the P&S, CPB2 shall obtain the consent of the City of Portland to the relocation of the Trail Corridor and if applicable, CPB2 shall obtain the consent of the Narrow Gauge to the track relocation or to the terms of the agreement, as contemplated by Paragraph 4 above.
8. Each party shall be responsible for payment of their respective fees and expenses incurred in connection with the negotiation and implementation of this MOU, including, without limitation, their respective attorneys' fees and disbursements.
9. All notices given under this MOU shall be in writing and shall be hand delivered, or sent by certified or registered mail, return receipt requested, or sent by nationally recognized overnight delivery service. All notice shall be addressed to the address set forth above for the addressee or to such other address as designated by such addressee by notice to the other party. Any notice given pursuant to this Paragraph 9 shall be deemed given upon receipt by the addressee or upon the date receipt is refused. Supplementing the foregoing, a copy of any notice to CPB2 shall be simultaneously sent, in the same manner as set forth above, to Bernstein Shur, 100 Middle Street, Portland, Maine 04101, to the attention of Richard D. Prentice, Esq.
10. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one MOU. To facilitate execution of this MOU, the parties may execute and exchange by telephone facsimile or electronically scanned counterparts of the signature pages.
11. If any provision of this MOU is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable as if such provision had never comprised a part of the MOU; and the remaining provisions of the MOU shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this MOU. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this MOU a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and that is otherwise legal, valid and enforceable.
12. This MOU constitutes the entire understanding between the parties with respect to the scope of the agreements described herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged into this MOU. Neither this MOU nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties.
13. This MOU shall be binding upon and shall inure to the benefit of CPB2 and the DOT and their respective successors and assigns.

14. This MOU shall be governed by and interpreted in accordance with the laws of the State of Maine.

[END OF DOCUMENT; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered as of the day and year set forth above.

CPB2 LLC

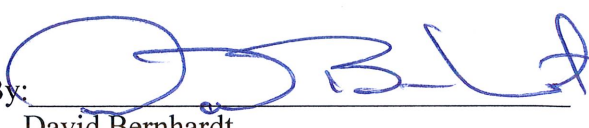
By: CPB2 Management LLC, Manager

By: _____


Casey W. Prentice
Manager

DEPARTMENT OF TRANSPORTATION

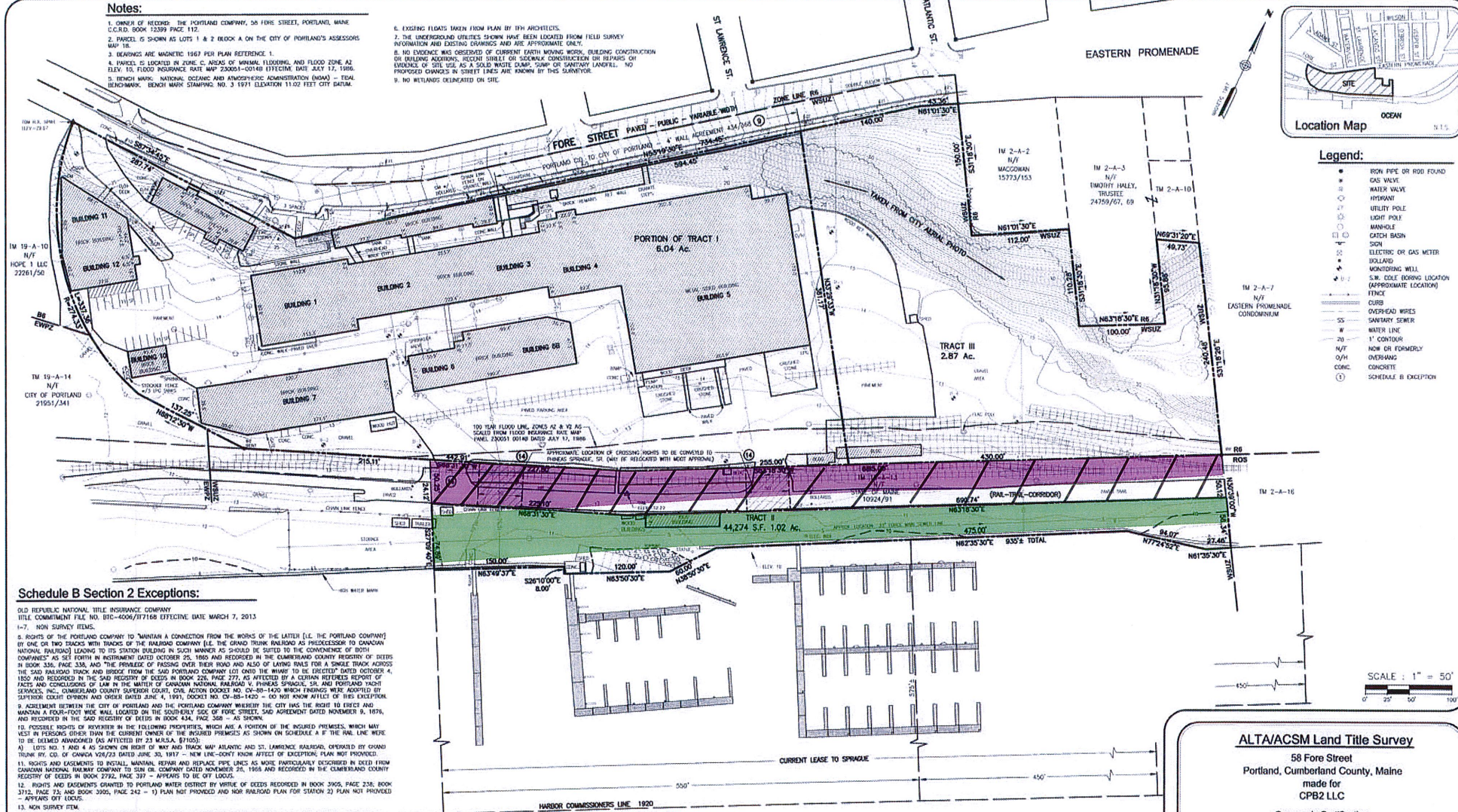
By: _____


David Bernhardt
Its Commissioner

Notes:

- OWNER OF RECORD: THE PORTLAND COMPANY, 58 FORE STREET, PORTLAND, MAINE U.S.A. BOOK 12399 PAGE 112.
- PARCEL IS SHOWN AS LOTS 1 & 2 BLOCK A ON THE CITY OF PORTLAND'S ASSESSORS MAP 18.
- RECORDS ARE MAINTAINED 1567 FOR PLAN REFERENCE 1.
- PARCEL IS LOCATED IN ZONE C AREAS OF MINIMAL FLOODING AND FLOOD ZONE A2 ELEV. 15. FLOOD INSURANCE RATE MAP 23001-0014B EFFECTIVE DATE JULY 17, 1996.
- RECORDS ARE MAINTAINED 1567 FOR PLAN REFERENCE 1.
- BENCHMARK: BENCH MARK STATIONING NO. 3 1971 ELEVATION 11.02 FEET CITY DATUM.

- EXISTING FLOODS TAKEN FROM PLAN BY THE ARCHITECTS.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS AND ARE APPROXIMATE ONLY.
- NO EVIDENCE WAS OBSERVED OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OR CHANGES OF SITE USE AS A SOLID WASTE DUMP, DUMP OF SANITARY LANDFILL. NO PROPOSED CHANGES IN STREET LINES ARE KNOWN BY THIS SURVEYOR.
- NO UTILITIES DELINEATED ON SITE.



Schedule B Section 2 Exceptions:

- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT FILE NO. 01C-4006/07168 EFFECTIVE DATE MARCH 7, 2013
- 1-7. NON SURVEY ITEMS.
8. RIGHTS OF THE PORTLAND COMPANY TO MAINTAIN A CONNECTION FROM THE WORKS OF THE LATTER (E.G. THE PORTLAND COMPANY) BY ONE OR TWO TRACKS WITH TRACKS OF THE RAILROAD COMPANY (E.G. THE GRAND TRUNK RAILROAD AS PREDECESSOR TO CANADIAN NATIONAL RAILROAD) LEADING TO ITS STATION BUILDING IN SUCH MANNER AS SHOULD BE SUITED TO THE CONVENIENCE OF BOTH COMPANIES AS SET FORTH IN INSTRUMENT DATED OCTOBER 25, 1960 AND RECORDED IN THE CUMBERLAND COUNTY REGISTER OF DEEDS IN BOOK 335, PAGE 335, AND THE PRIVILEGE OF PASSING OVER THEIR ROAD AND ALSO OF LIVING RAILS FOR A SINGLE TRACK ACROSS THE SAID RAILROAD TRACK AND BRIDGE FROM THE SAID PORTLAND COMPANY LOT ONTO THE WHARF TO BE ERECTED DATED OCTOBER 4, 1950 AND RECORDED IN THE SAID REGISTER OF DEEDS IN BOOK 226, PAGE 277, AS AFFECTED BY A CERTAIN INTERESTED REPORT OF FACTS AND CONCLUSIONS OF LAW IN THE MATTER OF CANADIAN NATIONAL RAILROAD V. PHINEAS SPRAGUE, SA AND PORTLAND YACHT SERVICES, INC., CUMBERLAND COUNTY SUPERIOR COURT, CIVIL ACTION DOCKET NO. CV-88-1420 WHICH FINDINGS WERE ADOPTED BY SUPERIOR COURT ORDER AND ORDER DATED JUNE 4, 1991, DOCKET NO. CV-88-1420 - DO NOT KNOW AFFECT OF THIS EXCEPTION.
9. AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE PORTLAND COMPANY WHEREBY THE CITY HAS THE RIGHT TO ERECT AND MAINTAIN A FOUR-FOOT WIDE WALL LOCATED ON THE SOUTHERLY SIDE OF FORE STREET, SAID AGREEMENT DATED NOVEMBER 9, 1979, AND RECORDED IN THE SAID REGISTER OF DEEDS IN BOOK 434, PAGE 368 - AS SHOWN.
10. POSSIBLE RIGHTS OF RIGHTWAY IN THE FOLLOWING PROPERTIES, WHICH ARE A PORTION OF THE INSURED PREMISES, WHICH MAY VEST IN PERSONS OTHER THAN THE CURRENT OWNER OF THE INSURED PREMISES AS SHOWN ON SCHEDULE A IF THE RAIL LINE WERE TO BE DEEMED ABANDONED (AS AFFECTED BY 23 M.R.S.A. §7160).
11. LOTS 1 AND 4 AS SHOWN ON RIGHT OF WAY AND TRACK MAP ATLANTIC AND ST. LAWRENCE RAILROAD, OPERATED BY GRAND TRUNK CO. OF CANADA 12/23 DATED JUNE 30, 1917 - NEW LINE-DONT KNOW AFFECT OF EXCEPTION, PLAN NOT PROVIDED.
12. RIGHTS AND EASEMENTS TO INSTALL, MAINTAIN, REPAIR AND REPLACE FIRE LINES AS MORE PARTICULARLY DESCRIBED IN DEED FROM CANADIAN NATIONAL RAILWAY COMPANY TO S&M OIL COMPANY DATED NOVEMBER 20, 1968 AND RECORDED IN THE CUMBERLAND COUNTY REGISTER OF DEEDS IN BOOK 3792, PAGE 397 - APPEARS TO BE OFF LOGS.
13. RIGHTS AND EASEMENTS GRANTED TO PORTLAND WATER DISTRICT BY VIRTUE OF DEEDS RECORDED IN BOOK 3905, PAGE 238, BOOK 3792, PAGE 73; AND BOOK 3905, PAGE 242 - 1) PLAN NOT PROVIDED AND NOR RAILROAD PLAN FOR STATION 2) PLAN NOT PROVIDED - APPEARS OFF LOGS.
14. NON SURVEY ITEM.
15. TERMS, PROVISIONS, DECLARATIONS, EXCEPTIONS, COVENANTS, RESERVATIONS, AND AGREEMENTS SET FORTH IN INSTRUMENT DATED BY AND BETWEEN MAINE DEPARTMENT OF TRANSPORTATION AND PHINEAS SPRAGUE DATED AUGUST 30, 1993 AND RECORDED IN THE CUMBERLAND COUNTY REGISTER OF DEEDS IN BOOK 1024, PAGE 97 - AS SHOWN ON PLAN.
16. CERTIFICATE OF TITLE BY THE CITY OF PORTLAND DATED JULY 18, 2009 AND RECORDED IN THE SAID REGISTER OF DEEDS IN BOOK 3290, PAGE 82, AS AFFECTED BY CLERK'S CERTIFICATE IN THE MATTER OF THE PORTLAND COMPANY V. CITY OF PORTLAND, CUMBERLAND COUNTY SUPERIOR COURT, CIVIL ACTION, DOCKET NO. RE-05-05 DATED JULY 7, 2009 AND RECORDED IN THE CUMBERLAND COUNTY REGISTER OF DEEDS IN BOOK 3290, PAGE 17, AS AFFECTED BY RELEASE DEED FROM THE PORTLAND COMPANY TO THE CITY OF PORTLAND DATED AUGUST 16, 2009 AND RECORDED IN SAID REGISTER OF DEEDS IN PLAN BOOK 3249, PAGE 189 AND PAGE 189 - CITY LOGS.
- 17-19. NON SURVEY ITEM.
20. SUCH STATE OF FACTS AS DISCLOSED ON SURVEY ENTITLED: LAND TITLE SURVEY AND SUBROGATION PLAN IN PORTLAND, MAINE, U.S.A. BY OWEN HASKELL, INC. DATED FEBRUARY 19, 1992 AS LAST REVISED JUNE 22, 2007 RECORDED IN THE CUMBERLAND COUNTY REGISTER OF DEEDS IN PLAN BOOK 183, PAGES 187 THROUGH 193 AND RECORDING PLAT SHEET 1 OF 3 OCEAN GATEWAY PROVIDED BY OWEN HASKELL, INC. RECORDED IN THE SAID REGISTER OF DEEDS IN PLAN BOOK 294, PAGE 407 - SEE PLAN.
- 21-23. NON SURVEY ITEMS.

Plan References:

- LAND TITLE SURVEY & SUBROGATION PLAN IN PORTLAND, MAINE, U.S.A. MADE FOR THE TRUST FOR PUBLIC LANDS, THE CITY OF PORTLAND, THE MAINE DEPARTMENT OF TRANSPORTATION, THE CANADIAN NATIONAL RAILWAY COMPANY FILED 19, 1993 REV. 6/27/93 BY OWEN HASKELL, INC.
- PLAN OF PROPERTY LINE PORTLAND, MAINE MADE FOR RM. FAIRLY MARCH 1985 BY E.C. JOHNSON CO.
- PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR THE PORTLAND COMPANY 28 MARCH 1985 REVISED MARCH 21, 1994 BY OWEN HASKELL, INC.
- TESTING CONDITIONS PLAN ON FORE STREET, PORTLAND, MAINE MADE FOR THE PORTLAND COMPANY NOV. 13, 2007 REV. 2 12/18/12 BY OWEN HASKELL, INC.
- CONCEPT UTILITY PLAN, PORTLAND COMPANY SITE DATED NOVEMBER 2007 BY CELLOCA HOFFMAN ASSOCIATES, INC.

Zoning:

NONE PROVIDED BY TITLE INSURER.



OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. Route One, Unit #10
Falmouth, Maine 04105
Tel. (207)774-0424 Fax (207)774-0511
www.owenhaskell.com

ALTA/ACSM Land Title Survey

58 Fore Street
Portland, Cumberland County, Maine
made for
CPB2 LLC

Surveyor's Certification

TO: CPB2 LLC, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP ON PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(a), 8, 11(a), 13, 14, 16, 17, 18, 19, 20(a), AND 22 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 2013.

JOHN W. SWAN
PROFESSIONAL LAND SURVEYOR NO. 1035
IN THE STATE OF MAINE
DATE OF PLAN: MAY 22, 2013
REVISION DATE:
CH JOHN NO. 2013-0781



City Council
David H. Brenerman, City Councilor, District 5
Chair, Economic Development Committee

August 5, 2016

Dear Community Partner:

Since March, the City Council's Economic Development Committee has been exploring how best to integrate immigrants into our community and economic opportunity for all residents of Portland. As we continue that study, we invite you to participate in the City Council's Economic Development Committee meeting on **September 6**, from **5-7 pm** in Council Chambers, 2nd floor, City Hall, 389 Congress Street.

We ask that you or another representative from your organization to come prepared to specifically speak to one or all of the following questions:

- 1. What do you see as the gaps in services and/or unmet needs in the context of employment/entrepreneurship?**
- 2. What should be the City's role in addressing these gaps?**
- 3. What is your/your organization's role in addressing these gaps?**

The Committee meeting will be focused on these topics and will use this input to further inform an agenda for a conference on economic opportunity and immigrant integration that we are planning on October 26 from 8 to 3 at USM. We will be sending out more information on this conference in the coming months and hope that you will plan to attend.

Please call or email Julie Sullivan to let us know that you plan to attend the September 6 meeting or if you have questions. She can be reached at jas@portlandmaine.gov and 756-8363.

Thank you so much for taking the time to help us develop the most useful and effective approaches to immigrant/refugee/asylee integration and economic opportunities for all Portlanders.

Sincerely,

David Brenerman
District 5 Councilor

Justin Costa
District 3 Councilor

Spencer Thibodeau
District 2 Councilor