

Order 53-19/20

Passage as an Emergency: 8-0 (Strimling absent) on 10/7/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Effective 10/7/2019

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF PORTLAND AND BOPO, LLC
RE: SOMERSET STREET EXTENSION PROJECT**

ORDERED, that the Purchase and Sale Agreement between the City of Portland and BOPO, LLC is hereby approved, substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and prevent delay of the project construction schedule.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Buyer” or “City”), and BOPO, LLC, a Maine limited liability company with a mailing address of 58 Alder Street, Portland, Maine, and its successors and assigns (hereinafter, collectively, referred to as “Seller”).

RECITALS

WHEREAS, Seller is the owner of certain land located at or near 58 Alder Street, Portland, Maine (“Seller’s Property”), which is generally depicted on the plan labeled Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Seller’s Property includes an area comprised of approximately 1,401 square feet (the “Fee Premises”), which Fee Premises is generally depicted on the diagram prepared by Titcomb Associates entitled Fee Premises, dated September 10, 2019, and labeled Exhibit B, and more particularly described in Exhibit C, both of which are attached hereto and incorporated herein by reference; and

WHEREAS, Seller’s Property also includes an area comprised of approximately 881 square feet (the “License Premises”), which License Premises is generally depicted on the diagram prepared by Titcomb Associates entitled License Premises, dated September 10, 2019, and labeled Exhibit D, and more particularly described in Exhibit E, both of which are attached hereto and incorporated herein by reference; and

WHEREAS, the City desires to purchase the Fee Premises and obtain temporary construction rights to the License Premises for a locally administered Maine Department of Transportation right of way project involving the realignment of Kennebec and Somerset Streets (the “Project”), and the Seller desires to convey the Fee Premises to the City and grant the City a temporary construction license in the License Premises subject to the terms and conditions set forth herein (the Fee Premises and the License Premises are referred to herein collectively as the “Premises”).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. SALE AND EFFECTIVE DATE.** Seller agrees to sell the Premises to City, and City agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale and license of land only. This Agreement shall become effective after both Buyer and Seller have signed it. The date that the last of Buyer or Seller sign this Agreement shall be the effective date (the “Effective Date”). All deadlines and time periods set forth in this Agreement, including shall be computed from the Effective Date.

2. CONSIDERATION.

- a. The consideration for the Fee Premises shall be Seventy-Four Thousand Two Hundred Fifty-Three Dollars (\$74,253.00) (the “Fee Purchase Price”).
- b. The consideration for the License Premises shall be One Thousand Six Hundred Thirty-Five Dollars (\$1,635.00) (the “License Purchase Price”).
- c. A deposit of One Thousand Dollars (\$1,000.00) shall be paid by Buyer within two (2) business days of the Effective Date and held in escrow by Drummond Woodsum until closing of the sale of the Fee Premises (“Closing”) and applied to the Fee Purchase Price (or, if applicable, until returned to Buyer pursuant to this Agreement) (the “Deposit”); and
- d. The Fee Purchase Price, less the Deposit, shall be paid by Buyer to Seller at Closing by Buyer’s check or wire transfer, subject to any adjustments provided for in this Agreement.
- e. The License Purchase Price shall be paid to Seller prior to Buyer’s commencement of the Project and occupancy of the License Premises.

3. DUE DILIGENCE; TITLE; INSPECTIONS.

- a. Due Diligence Period. Subject to extension as set forth in Paragraph 3(b) and (d), Buyer will have until the day that is sixty (60) days after the Effective Date of this Agreement (the “Due Diligence Period”) to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as Buyer shall deem appropriate.
- b. Title to the Premises shall be conveyed by good, marketable and insurable title acceptable to the Buyer evidenced by quitclaim deed with covenant (the “Deed”), and shall be free of all claims, liens or other encumbrances and leases or other rights of occupancy, except for utility easements and other encumbrances that do not impair the value of the property.
- c. Inspections. Buyer may enter into any part of the Premises at all reasonable times prior to the closing in order to inspect the Premises, conduct surveys, test borings, engineering and environmental studies, and to do such other things as are reasonably necessary with respect to the acquisition and development of the Premises (collectively, the “Inspections”). In the event that any of the Inspections reveals defects or conditions that are unacceptable to Buyer, as determined by Buyer in its sole and absolute discretion, Buyer shall have the option of terminating this Agreement and receiving back the Deposit.

- d. Seller shall have until the end of the due diligence period to confirm that the sale of the Premises does not cause the Seller's remaining property to become non-conforming with respect to any aspect of municipal zoning.
- e. Objections. Buyer and Seller will have until the end of the Due Diligence Period to deliver to the other party any written objections to title, environmental, or survey matters that Buyer or Seller determines materially affect insurability of title at standard rates, or the use of the Premises, the value of the Premises, the cost of development of or the cost or feasibility of construction on the Premises, or the use, value or lawfulness of Seller's remaining property. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing, or utility easements discovered by Buyer, after the end of the Due Diligence Period may be made at any time prior to the closing. If the Survey and any environmental reports are not completed and distributed to the parties at least thirty (30) days prior to the expiration of the Due Diligence Period, the Due Diligence Period will be extended (without the need for further action by the parties hereto) to a date thirty (30) days after the date upon which the later of the Survey or any reports to be completed and received are completed and are received by Buyer and Seller.
- f. Option to Cure.
 - (1) In the event of a title, Survey or environmental objection by Buyer, or a zoning or land use, value or Survey objection by Seller, the other party will have the option, but not the obligation, to cure the objection and will notify the other party of its election within ten (10) business days after receipt of the objection. In the event that Seller elects to cure the objection, it will have thirty (30) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that such party does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to the other party's satisfaction, such party will have the option to:
 - (A) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement);
 - (B) waive the objection and close; or
 - (C) undertake the cure of such objection at its own expense (in which case it shall have 30 days to do so and the Closing Date shall be extended to a date ten (10) days after the expiration of such 30 day period); if Buyer determines it is not satisfied with the results of its own cure efforts, Buyer shall be entitled at any time prior to the expiration of the ten

(10) day period following Buyer's thirty (30) day cure period set forth in this subsection (C) to terminate this Agreement as set forth in subsection (A) set forth above, or to waive its objection and close under this Agreement.

(2) Notwithstanding anything to the contrary contained in this section 3, Buyer shall at all times have the right to terminate this Agreement for any reason prior to the expiration of the Due Diligence Period and obtain a refund of the Deposit.

4. RISK OF LOSS. Until transfer of title hereunder, the risk of loss or damage to the Premises by fire or otherwise is assumed by the Seller. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event Seller is not able to deliver the Premises as stated, Buyer may terminate this Agreement and receive a refund of the Deposit.

5. DEFAULT AND REMEDIES.

a. In the event Seller defaults under this Agreement, Buyer shall have available all remedies at law and in equity, including, without limitation, the remedy of specific performance.

b. In the event Buyer defaults under this Agreement, for a reason other than the default of Seller, Seller's sole remedy shall be the right to retain the Deposit and any interest accrued thereon as liquidated damages for the breach and not as a penalty therefor.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. Without having undertaken any independent investigation or inspection and subject to Buyer's due diligence, investigation and inspection, Seller represents and warrants to Buyer that to the best of Seller's knowledge, information and belief, the following are true as of the date of this Agreement and will be true as of the closing:

a. There are no outstanding pending or threatened liens, claims, rights of first refusal, licenses or encumbrances against or affecting the Premises, except as set forth on Exhibit G.

b. All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.

c. There are no outstanding claims, losses or demands against Seller by any person respecting Seller's ownership, use or occupancy of the Premises.

d. The Premises has not been used for any dumping of waste materials or landfilling and is free of special wastes, underground storage tanks, radon, asbestos, lead substances, and any hazardous, biomedical, radioactive or toxic, substances, materials or wastes. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc.,

designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

- e. Seller has no knowledge of any boundary disputes or encroachments affecting the Premises.
- f. The representations and warranties contained herein shall not survive closing of title.

7. CITY'S RIGHT TO TERMINATE; CONDITION PRECEDENT TO CLOSING. Notwithstanding anything to the contrary herein, the City shall not be required to close on the purchase of the Premises if it decides not to move forward with construction of the Project. Further, it shall be a condition precedent to the City's obligation to close on the purchase of the Premises that the City first receive all permits and approvals necessary for the Project and that all applicable appeals periods have passed. It shall also be a condition precedent to the City's obligation to close on the purchase of the Fee Premises that Buyer grant to City a License Agreement for the License Premises for the duration of the Project in substantially the form attached hereto as Exhibit F. Notwithstanding anything to the contrary herein, the Closing Date will be extended until 30 days after the City has obtained such permits and approvals and all applicable appeals periods have passed.

8. CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel at a time agreeable to the parties on or before the day that is three months after the Effective Date of this Agreement or thirty (30) days after the later of (i) the expiration of the Due Diligence Period; (ii) the deadline for the Seller to resolve any title, Survey or environmental objections; or (iii) the date to which Buyer elects to extend the Closing Date under Paragraph 2 or 7 (the "Closing Date"). Notwithstanding the foregoing, Seller agrees to close on a date earlier than that specified above upon Buyer's request at least 10 days prior to Closing. At the Closing:

- a. Seller shall execute, acknowledge and deliver to Buyer a quitclaim deed with covenant conveying to Buyer good, marketable and insurable title to the Premises at standard rates, free and clear of all liens and encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the balance of the Purchase Price, subject to any adjustments set forth in this Agreement, to the Seller by check or wire transfer; and
- c. The parties shall execute a License Agreement for the License Premises in substantially the form attached hereto as Exhibit F.
- d. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be reasonably necessary to carry out the obligations under this Agreement, and for the Buyer to obtain

owners title insurance at standard rates in form reasonably acceptable to Buyer.

- e. Seller shall deliver evidence, reasonably satisfactory to Buyer, that Seller is in good standing under Maine law, and that the individuals acting with respect to the Closing and executing documents on behalf of Seller are authorized to do so.
- f. City shall deliver to Seller a copy of all City Council Orders approving this Agreement and authorizing the City Manager or other City officials to execute any documents necessary to effectuate the intent and purpose of this Agreement.
- g. Real estate taxes and any other assessments that may be due on the Premises shall be prorated as of the date of the closing.
- h. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A., §4641-A.
- i. The recording fee for the deed of conveyance shall be paid for by Buyer.
- j. A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.
- k. Full possession of the Fee Premises will be delivered to Buyer at closing free and clear of all tenancies or occupancies by any person or entity.

- 9. POST CLOSING MATTERS.** The City anticipates occupying the License Premises on or after commencement of the Project, which is expected to commence in the Spring of 2020, but in no event sooner than January 1, 2020. The City will provide Seller with one week's prior written notice, and will pay to Seller the License Purchase Price, before occupying the License Premises.
- 10. ENTIRE AGREEMENT.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.
- 11. NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- 12. HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

13. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, provided, however that this Agreement shall not be assigned by the City. Prior to closing, Seller may assign its rights hereunder to a purchaser of Seller's Property, provided that purchaser assumes all of Seller's obligations under this Agreement in writing.
14. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
15. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
16. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Hand delivery to the City Manager's office shall be effective as personal delivery to the City Manager on the date of delivery. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE CITY: City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR SELLER: Mr. Justin Alford
BOPO, LLC
58 Alder Street
Portland, ME 04101

With a copy to: Gary D. Vogel, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101-2480

17. **SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
18. **BROKERS.** Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.
19. **RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

(Signature Pages Follow.)

IN WITNESS WHEREOF, the parties have hereunto have caused this instrument to be executed on their behalf by their duly authorized officers or representatives, as of the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager
Dated: _____

Approved as to Form:

Approved as to Funds:

City Corporation Counsel's Office

City Finance Department

Signature page for BOPO, LLC follows.

BOPO, LLC

WITNESS

Justin Alfond
Its Manager
Dated: _____

EXHIBIT A
(Diagram of Seller's Property Follows)

58 Alder Street BoPo Purchase and Sale Agreement Exhibit A



Legend

 58 Alder

Location Map

 0 200 400
Feet

EXHIBIT B
(Diagram of Fee Premises Follows)

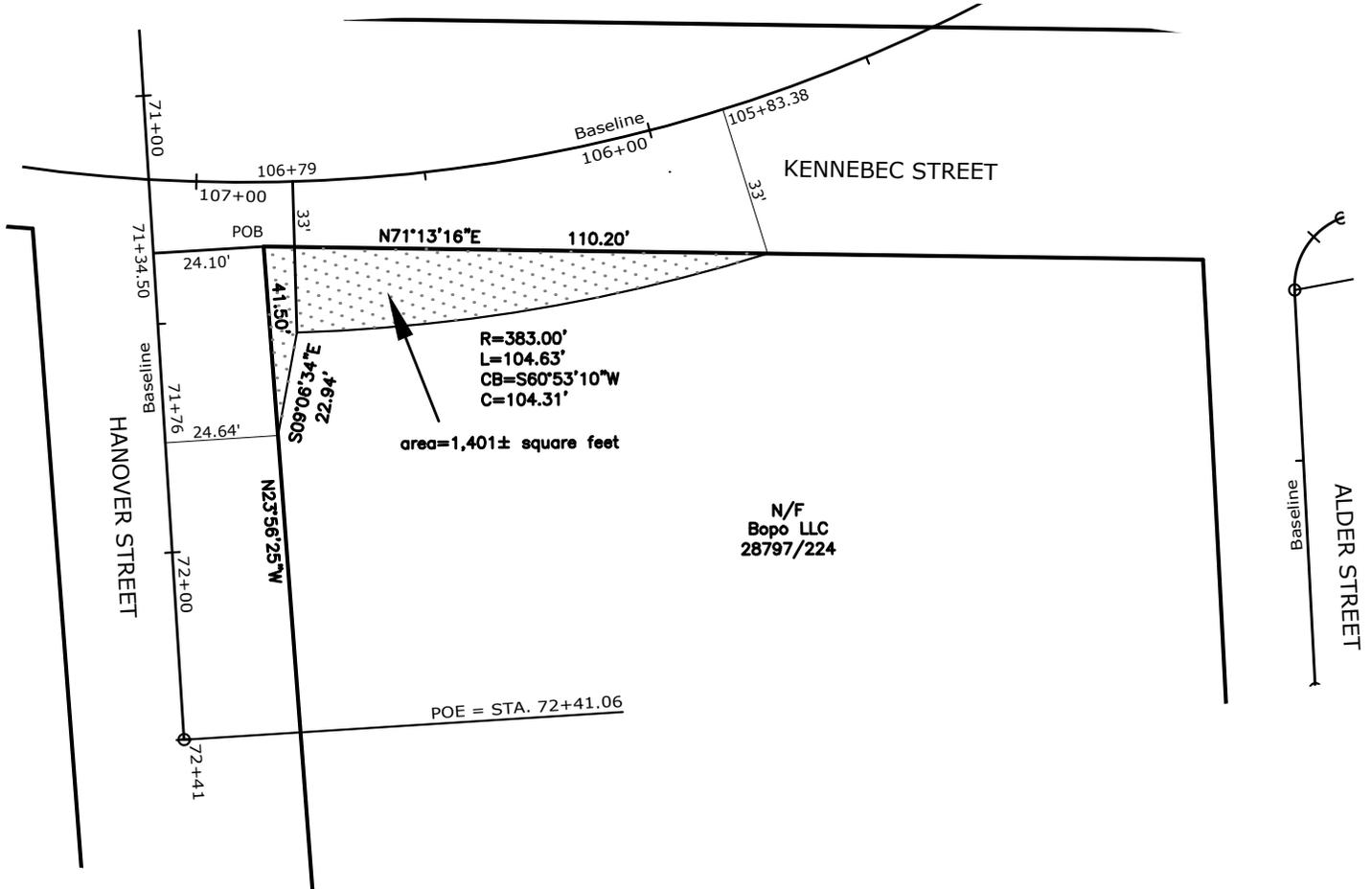
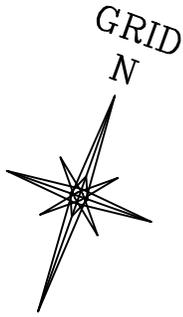


Exhibit B Fee Premises

Hanover Street, Kennebec Street, Alder Street and Preble Street

Portland, Maine

JOB# 218108

DATE: September 10, 2019

SCALE: 1"=40'



Titcomb Associates

133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

EXHIBIT C
(Description of Fee Premises)

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

Beginning at a point at the intersection of the easterly side of Hanover Street with the southerly side of Kennebec Street, said point of beginning being located Twenty-Four and 10/100 (24.10) feet to the left of Station 71+34.50 of the Hanover Street Baseline as depicted on a City of Portland Right of Way Map of Somerset Street made by Gorrill Palmer dated January, 2018, Sheet 31 of 31. Thence:

- 1) N 71°13'16" E by Kennebec Street a distance of One Hundred Ten and 20/100 (110.20) feet to a point located Thirty-Three and 00/100 (33.00) feet to the left of Station 105+83.38 of the Kennebec Street Baseline as shown on said Plan;
- 2) Southwesterly through land of the Grantor, following a curve to the right having a radius of Three Hundred Eighty-Three and 00/100 (383.00) feet, an arc distance of One Hundred Four and 63/100 (104.63) feet to a point located Thirty-Three and 00/100 (33.00) feet to the left of Station 106+79 of said Kennebec Street Baseline, said point being located S 60°53'10" W a distance of One Hundred Four and 31/100 (104.31) feet from the last described point;
- 3) S 09°06'34" E through said land of the Grantor a distance of Twenty-Two and 94/100 (22.94) feet to a point on the easterly side of said Hanover Street located Twenty-Four and 64/100 (24.64) feet to the left of Station 71+76 of the said Hanover Street Baseline;
- 4) N 23°56'25" W by said Hanover Street a distance of Forty-One and 50/100 (41.50) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone, NAD83.

The above described parcel contains 1,401 square feet, more or less, being a portion of land now or formerly of Bopo LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 28797, Page 224.

EXHIBIT D
(Diagram of License Premises Follows)

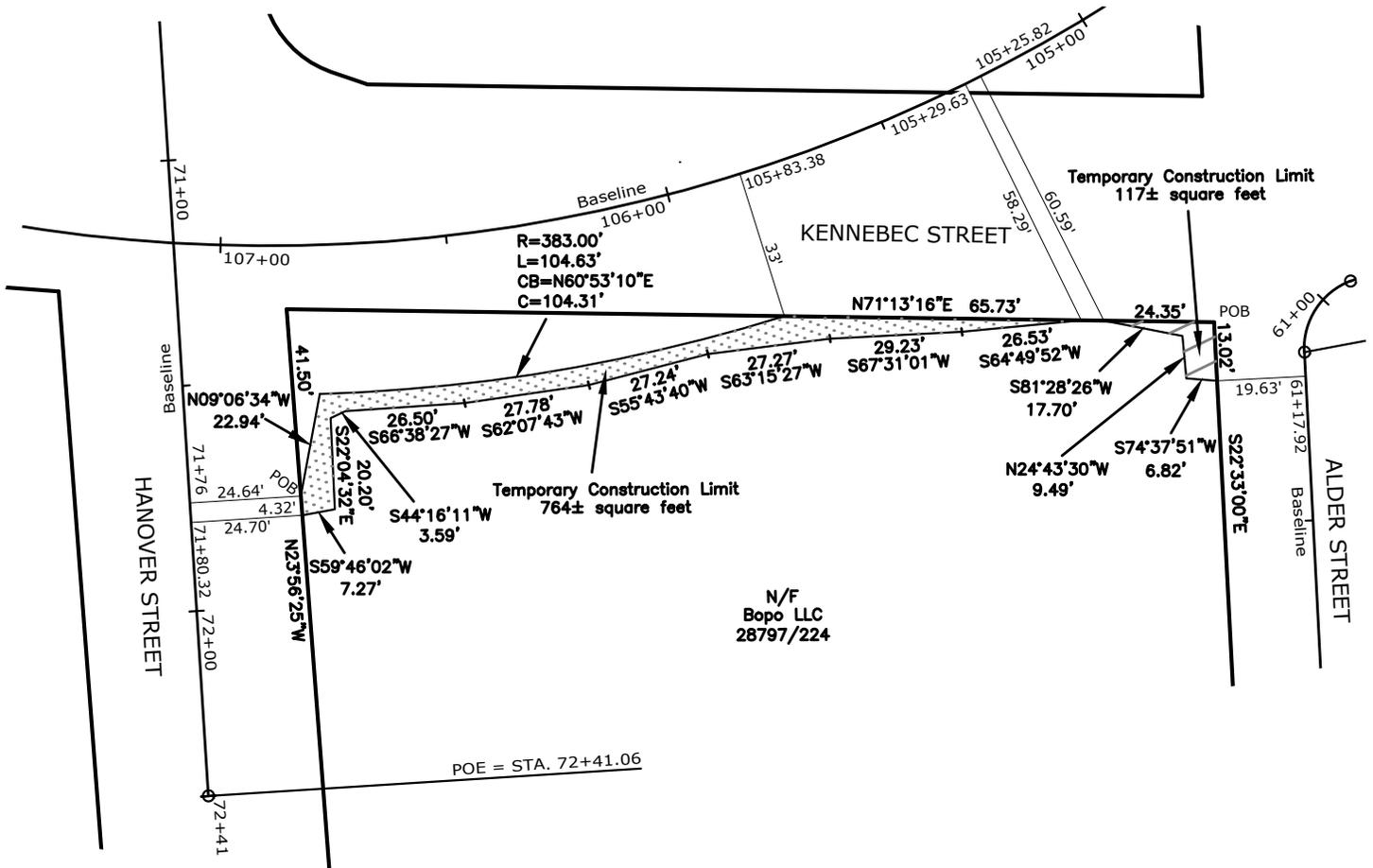
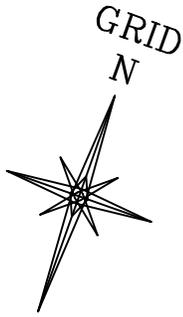


Exhibit D License Premises

Hanover Street, Kennebec Street, Alder Street and Preble Street

Portland, Maine

JOB# 218108

DATE: September 10, 2019

SCALE: 1"=40'



Titcomb Associates

133 Gray Road, Falmouth, Maine 04105
 (207)797-9199 www.titcombsurvey.com

EXHIBIT E
(Description of License Premises)

A certain easement located on the easterly side of Hanover Street and the southerly side of Kennebec Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the easterly side of Hanover Street, said point of beginning being located Twenty-Four and 64/100 (24.64) feet to the left of Station 71+76 of the Hanover Street Baseline as depicted on a City of Portland Right of Way Map of Somerset Street made by Gorrill Palmer dated January, 2018, Sheet 31 of 31 and S 23°56'25"E a distance of Forty-One and 50/100 (41.50) feet from the intersection of the easterly side of Hanover Street and the southerly side of Kennebec Street. Thence:

- 1) N 09°06'34" W through land of the Grantor a distance of Twenty-Two and 94/100 (22.94) feet to a point;
- 2) Easterly following a curve to the left, having a radius of Three Hundred Eighty-Three and 00/100 (383.00) feet, an arc distance of One Hundred Four and 63/100 (104.63) feet to a point on the southerly side of Kennebec Street, said point being located N 60°53'10" E a distance of One Hundred Four and 31/100 (104.31) feet from the last described point, said point also being located Thirty-Three and 00/100 (33.00) feet to the left of Station 105+83.38 of the Kennebec Street Baseline as shown on said Plan,;
- 3) N 71°13'16" E by said Kennebec Street a distance of Sixty-Five and 73/100 (65.73) feet to a point located Fifty-Eight and 29/100 (58.29) feet to the left of Station 105+29.63 of the said Kennebec Street Baseline;
- 4) S 64°49'52" W through said land of the Grantor a distance of Twenty-Six and 53/100 (26.53) feet to a point;
- 5) S 67°31'01" W through said land of the Grantor a distance of Twenty-Nine and 23/100 (29.23) feet to a point;
- 6) S 63°15'27" W through said land of the Grantor a distance of Twenty-Seven and 27/100 (27.27) feet to a point;
- 7) S 55°43'40" W through said land of the Grantor a distance of Twenty-Seven and 24/100 (27.24) feet to a point;
- 8) S 62°07'43" W through said land of the Grantor a distance of Twenty-Seven and 78/100 (27.78) feet to a point;
- 9) S 66°38'27" W through said land of the Grantor a distance of Twenty-Six and 50/100 (26.50) feet to a point;

- 10) S 44°16'11" W through said land of the Grantor a distance of Three and 59/100 (3.59) feet to a point;
- 11) S 22°04'32" E through said land of the Grantor a distance of Twenty and 20/100 (20.20) feet to a point;
- 12) S 59°46'02" W through said land of the Grantor a distance of Seven and 27/100 (7.27) feet to a point on the easterly side of said Hanover Street located Twenty-Four and 70/100 (24.70) feet to the left of Station 71+80.32 of the said Hanover Street Baseline as shown on said Plan;
- 13) N 23°56'25" W by said Hanover Street a distance of Four and 32/100 (4.32) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone, NAD83.

The above described parcel contains 764 square feet, more or less, being a portion of land now or formerly of Bopo LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 28797, Page 224.

Also another certain easement located on the westerly side of Alder Street and the southerly side of Kennebec Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the intersection of the southerly side of Kennebec Street with the westerly side of Alder Street. Thence:

- 1) S 22°33'00" E by said Alder Street a distance of Thirteen and 02/100 (13.02) feet to a point located Nineteen and 63/100 (19.63) feet to the right of Station 61+17.92 of the Alder Street Baseline as depicted on a City of Portland Right of Way Map of Somerset Street made by Gorrill Palmer dated January, 2018, Sheet 31 of 31;
- 2) S 74°37'51" W through land of the Grantor a distance Six and 82/100 (6.82) feet to a point;
- 3) N 24°43'30" W through said land of Grantor a distance of Nine and 49/100 (9.49) feet to a point;
- 4) S 81°28'26" W through said land of the Grantor a distance of Seventeen and 70/100 (17.70) feet to a point on the southerly side of Kennebec Street located Sixty and 59/100 (60.59) feet to the left of Station 105+25.82 of the Kennebec Street Baseline as shown on said Plan;

5) N 71°13'16" E by said Kennebec Street a distance of Twenty-Four and 35/100 (24.35) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone, NAD83.

The above described parcel contains 117 square feet, more or less, being a portion of land now or formerly of Bopo LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 28797, Page 224.

EXHIBIT F

LICENSE AGREEMENT

This License Agreement made as of this day of _____ by and between the CITY OF PORTLAND, a body politic and corporate, located in Cumberland County, State of Maine (“CITY”) and BOPO, LLC a Maine limited liability company with a mailing address of 58 Alder Street, Portland, Maine, (“LICENSOR”) the owner of the property located on the easterly side of Hanover Street and the southerly side of Kennebec Street in the City of Portland, as more particularly described Exhibit A, attached hereto (hereinafter, the “License Area”).

The purpose of this License Agreement is to allow CITY to construct a public sidewalk on public property adjacent to the Licensed Area in the existing right-of-way on the easterly side of Hanover Street and the southerly side of Kennebec Street in connection with a locally administered Maine Department of Transportation right of way project involving the realignment of Kennebec and Somerset Streets (the “Project”), and, in the course of conducting that work, to cross over and upon the License Area with people, equipment, and machinery. CITY shall therefore have the right to enter in, over and under the License Area for the purposes of constructing a sidewalk along Hanover and Kennebec Streets and performing any grading necessitated by that work. The construction of the sidewalk shall be accomplished by the CITY at its sole cost and expense in such manner as will not unreasonably interfere with LICENSOR’S use of the License Area. CITY agrees its contractor shall, at City expense, provide loam, grass, and seed for the planted areas to be used and shall reasonably restore areas of the License Area affected during construction to the condition it was in at the commencement of this Agreement.

The City anticipates occupying the License Area on or after commencement of the Project, which is expected to commence in the Spring of 2020, but in no event sooner than January 1, 2020. After receiving all approvals for the Project, the City will provide Seller with no less than one

week's prior written notice before occupying the License Area. At no time during the term of this Agreement shall the CITY or its contractors be permitted to operate or park any vehicle in LICENSOR's parking lot for any amount of time, or store any materials or equipment or make any other use of LICENSOR'S parking lot other than in the License Area. LICENSOR has advised the CITY that LICENSOR regularly has rooftop weddings and other events at its property on Saturdays (each a "Saturday Event"), which will likely be disrupted by work in the License Area. Prior to commencement of the Project, and from time to time during the Project, LICENSOR shall notify the CITY of the dates of such Saturday Events, and the CITY will share that information with its contractors. Provided that LICENSEE provides the CITY with ten days' prior written notice of a Saturday Event, the City agrees that it will avoid working in the License Area on the applicable Saturday. LICENSEE currently has Saturday Events scheduled for the following dates in 2020: June 6, June 13, June 20, June 27, July 1, July 18, August 8, August 15, August 22 and August 29. The City acknowledges the foregoing list of Saturday Events currently scheduled, and no additional notice shall be required for Saturday Events on such dates, but the LICENSEE shall provide written notice as required herein for any additional Saturday Events. In the event that the CITY determines that such work is unavoidable, prior to beginning such work, the CITY and/or its contractors will confer with LICENSOR about the nature of the work and determine how best to perform the work in order to minimize any disturbance to the Saturday Event. The CITY will require that its contractors use all commercially reasonable efforts to do so. Notwithstanding anything to the contrary above, in the event of an emergency, the CITY and its contractors shall be permitted to work in the License Area at any time.

The term of this License Agreement shall commence when the City makes the Payment described below and shall terminate upon completion of the Project. In the event that the term of this Agreement exceeds ten months, the CITY shall pay LICENSOR a monthly prorated amount

based on the Payment set forth below.

LICENSOR and CITY have determined just compensation for the rights conferred herein to be \$1,635.00 (the "Payment"), which the CITY shall pay to LICENSOR upon CITY's occupation of the License Area and commencement of the Work. LICENSOR accepts the Payment as just compensation for all rights conferred herein and releases CITY from any further claims of just compensation for or arising from the rights conferred herein.

This instrument is a License and no provision hereof shall be construed as conveying an easement or other estate in land, and LICENSOR reserves all other rights not inconsistent or incompatible with the rights granted herein to CITY. This instrument shall be binding on LICENSOR'S successors and assigns. The parties agree that this Agreement may be recorded in the Cumberland County Registry of Deeds.

Signature page follows.

IN WITNESS WHEREOF, BOPO, LLC the Grantor has caused this instrument to be executed by _____, its _____ thereunto duly authorized, this ____ day of _____, 201_.

BOPO, LLC

By:
Its _____

STATE OF MAINE
CUMBERLAND, ss.

_____, 201_

Personally appeared the above named _____, _____ of _____, as aforesaid and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said BOPO, LLC.

Before me,

Attorney-at-Law/Notary Public
Printed Name: _____
Commission expires: _____

EXHIBIT G
Outstanding Pending or Threatened Liens, Claims,
Rights of First Refusal, Licenses or Encumbrances