

State of Maine  
County of Androscoggin SS

On this the 20<sup>th</sup> day of March, 2008, personally appeared before me the above-named Laurie A. Smith in her said capacity of Acting City Manager for the City of Auburn and acknowledged this instrument to be her free act and deed.

  
Notary Public

**TRACEY K. STEUBER**  
Notary Public, Maine  
My Commission Expires January 30, 2010

State of Maine  
County of Cumberland SS

On this the 4<sup>th</sup> day of March, 2008, personally appeared before me the above-named Lyndel F. Wishcamper in his said capacity of General Partner for the Roak Block Development Association and acknowledged this instrument to be his free act and deed.

  
Notary Public

**MAUREEN C. VALENTINE**  
Notary Public, Maine  
My Commission Expires July 18, 2013

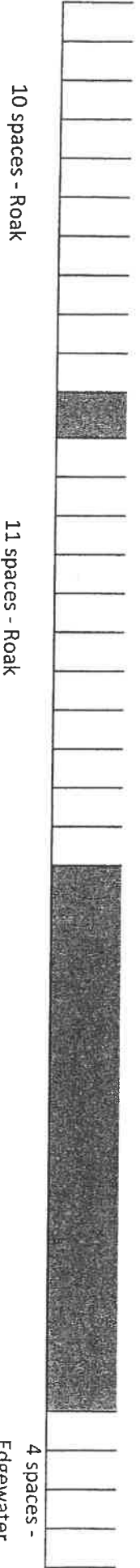
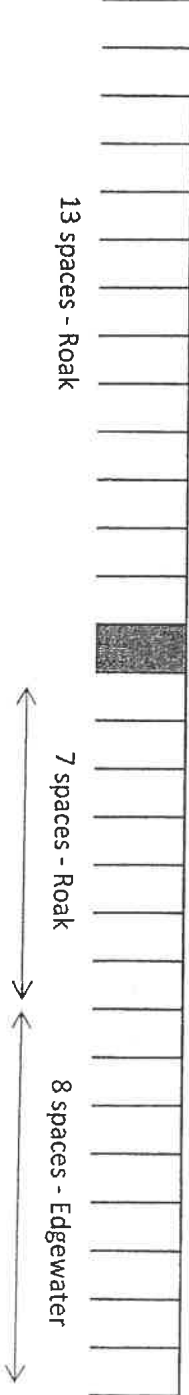
# Roak Block/Edgewater Parking Effective November 2007

<-- Main St. -->

<-- Miller St. -->

Roak Block Apt. Building

Edgewater Apt. Building



<-- River -->

## LEASE

The CITY OF AUBURN, MAINE (hereinafter called "lessor") and ROAK BLOCK DEVELOPMENT ASSOCIATES, a Maine limited partnership (hereinafter called "lessee") hereby mutually covenant and contract as follows:

Article 1. Premises. Lessor does hereby rent and lease to the lessee and lessee does hereby rent and lease from the lessor a certain area comprising forty-one (41) parking spaces, to be not less than eight (8) feet by nineteen (19) feet, for vehicle parking shown on the plan attached hereto as Exhibit A and located easterly of the Roak Block between the Roak Block easterly boundary and the Androscoggin River. Twenty-two (22) spaces are located on the westerly side of the right-of-way known as Miller Street, and nineteen (19) spaces are located on the easterly side of the above right-of-way.

Article 2. Term. The term shall commence on January 1, 1985 and shall extend until December 31, ~~2004~~ <sup>2083</sup>

Article 3. Rent. Lessee hereby agrees and covenants to pay to the lessor as rent the sum of one dollar (\$1.00) per year, in advance for the entire term of this lease by one payment in the amount of Ninety-nine Dollars (\$99.00), payable on or before the commencement of the term.

Article 4. Permitted Uses. Lessee shall use and occupy the premises as vehicle parking spaces. The premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass.

Article 5. Maintenance of Parking Spaces. The lessee hereby agrees to properly maintain the parking areas, to remove promptly all ice, snow, or debris, to complete all repairs which may be required, and generally to do

19W  
C/M

such other things as are necessary and appropriate to the operation of a parking area except as hereinafter noted. Lessee shall have the right to require the lessor to perform all necessary snow plowing provided lessee reimburses lessor for the cost of doing so and provided lessee notifies lessor of his choice prior to June 1, 1985 and before June 1 of each odd-numbered year thereafter. Lessor shall resurface the parking areas when required but lessee shall be responsible for applying the painted striping to the pavement as needed. The lessor shall also continue to plow the right-of-way of Miller Street.

Article 6. Maintenance of Park Areas. The lessee hereby agrees to maintain the riverfront park at the rear of the Roak Block (Exhibit B) and the Phoenix Block (Exhibit C) and the landscaped area in the parking lot on the westerly side of Main Street opposite the Roak Block (Exhibit D). Such maintenance is to include snow removal on the sidewalk areas, mowing and fertilization of grass, removal of trash, debris and litter, and maintenance of plantings. The lessor shall be responsible for replacement of plantings and park furniture where necessary.

Article 7. Miscellaneous Maintenance. The lessee hereby agrees to maintain the sidewalks at the front and rear of the Roak Block in a reasonably neat condition and to remove ice and snow from the same with reasonable promptness. The lessee shall also reimburse any expense incurred by the lessor in removing the snow from the parking area adjacent to the Phoenix Block (also shown on Exhibit C); provided, however, lessor shall disclose to lessee the anticipated contract costs for such removal. If lessee objects to such costs, lessee may elect to assume responsibility for removing the snow from the parking area adjacent to the Phoenix Block.

*Handwritten:* J.W. [Signature]  
 prior to the date referenced  
 Article 5, Book 2

Article 8. Parking Relocation During Snow Removal. To the extent that tenant vehicles cannot be accommodated on the premises during snow removal, said vehicles can use the public parking lot on the westerly side of Main Street opposite the Roak Block for the period necessary to permit snow removal from the premises. Such uses of the designated parking lot shall be coordinated with the City.

Article 9. Signs. The lessee may erect and maintain signs designating the leased parking spaces as being reserved for its tenants and designating particular spaces for particular persons.

Article 10. Rules and Regulations. The lessee shall take reasonable precautions to see that its tenants do not misuse the leased premises and that their use is consistent with the public's right to use and enjoy the park areas and to use Miller Street as a public access way. The lessee may make rules and regulations reasonably regulating the use of the leased areas by its tenants.

Article 11. Insurance. The lessee shall take out and maintain in force during the term of the lease comprehensive liability insurance insuring both the lessor and the lessee against claims of any kind for any injury to person or property which may be claimed to have occurred on the <sup>leased</sup> premises or the sidewalk areas in the front and rear of the Roak Block and the park areas referred to in Article 6. The liability limits shall be approved by the lessor and the policy shall not be cancellable without affording the lessor at least ten (10) days prior notice. Such policy or policies shall also name the Auburn Housing Authority as a named insured. The lessee shall, in any event, indemnify the lessor against any such claims to the extent arising out of the use of the leased premises or the failure of lessee to perform its maintenance obligations with respect to the park areas described in Article 6 and the sidewalk areas described in Article 7, and shall assume the cost of defending any such claim even though it should ultimately be abandoned or defeated, provided

that lessee shall have no obligation to defend or indemnify lessor for claims arising from the negligent acts or omissions of the lessor, or of employees or agents of the lessor.

Article 12. Quiet Enjoyment. The lessee shall at all times during the term of the lease peacefully and quietly have and enjoy the leased premises.

Article 13. Notices. Any notice required under this lease to the lessor shall be deemed to be sufficiently given if in writing and directed to the lessee c/o Housing Resources Corporation, One Canal Plaza, Portland, Maine 04112 and to lessor at the Auburn City Building, 45 Spring Street, Auburn, Maine 04210, Attn: City Manager.

Article 14. Assignment. The lessee shall have the right to assign its interest under this lease to any person or corporation which succeeds to its interest in the Roak Block property. The lessee may also mortgage its interest under this lease subject to all of its obligations hereunder as collateral security in connection with any mortgage of its interest in the Roak Block property. In the event that lessor is advised of such mortgage and of the address of the mortgagee, any notice of default hereunder shall be mailed to the mortgagee at the address provided as well as to the lessee, and the mortgagee shall be afforded the same opportunity to cure the default as is afforded hereunder to the lessee. In the event of such leasehold mortgage, there shall be no cancellation of surrender or modification of the lease without prior notice in writing to the mortgagee.

Article 15. Default. In the event that lessee should fail to correct the breach of any covenant under this lease after being given 30 days' notice thereof or if lessee should be adjudicated a bankrupt or if it files a petition for relief under Chapter 11 or if it makes an assignment for the

benefit of creditors or if its interest under this lease is taken on execution or other process of law (other than the foreclosure of a leasehold mortgage), the lease shall thereupon terminate and lessor may immediately or at any time thereafter enter and repossess the premises without any liability for so doing and without prejudice to the exercise of any other remedies it may possess.

Article 16. Recordation. The parties agree that this lease may be recorded in the Androscoggin County Registry of Deeds.

Dated: 1/29/85

CITY OF AUBURN



By [Signature]  
its  
Charles A. Morrison

ROAK BLOCK DEVELOPMENT ASSOCIATES

By [Signature]  
Lyndel J. Wishcamper  
General Partner

State of Maine  
County of Androscoggin SS

On this the 24th day of February, 1985, personally appeared before me the above-named Charles A. Morrison in his said capacity of City Manager for the City of Auburn and acknowledged this instrument to be his free act and deed.

[Signature]  
Notary Public  
Jane Thompson



State of Maine  
County of Cumberland SS

On this the 29 day of January, 1985, personally appeared before me the above-named Lyndel J. Wishcamper in his said capacity of General Partner of Roak Block Development Associates and acknowledged this instrument to be his free act and deed.



MAINE LEVESQUE  
NOTARY PUBLIC  
MY COM. EXPIRES DECEMBER 25, 1981

[Signature]  
Notary Public

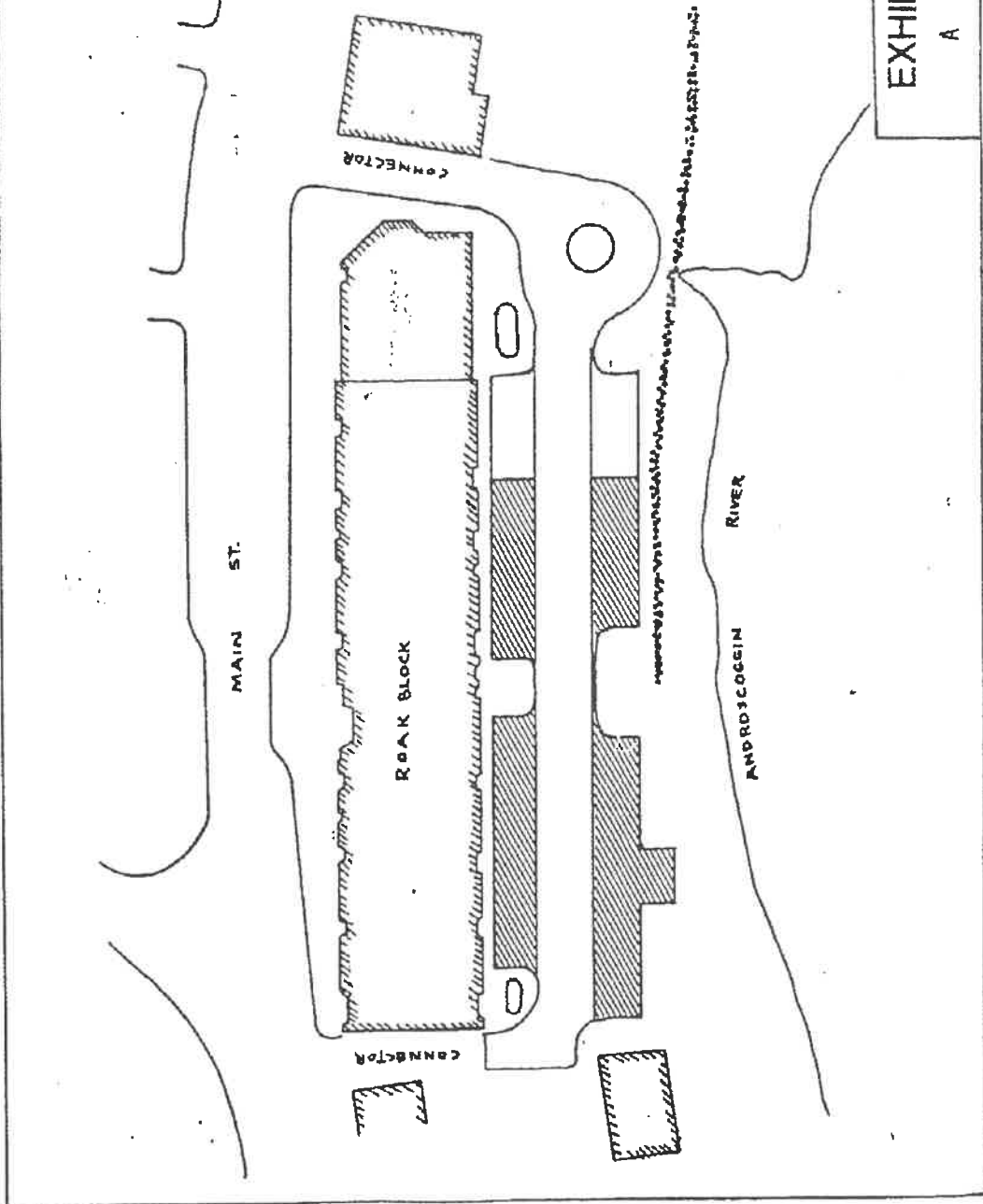


EXHIBIT  
A



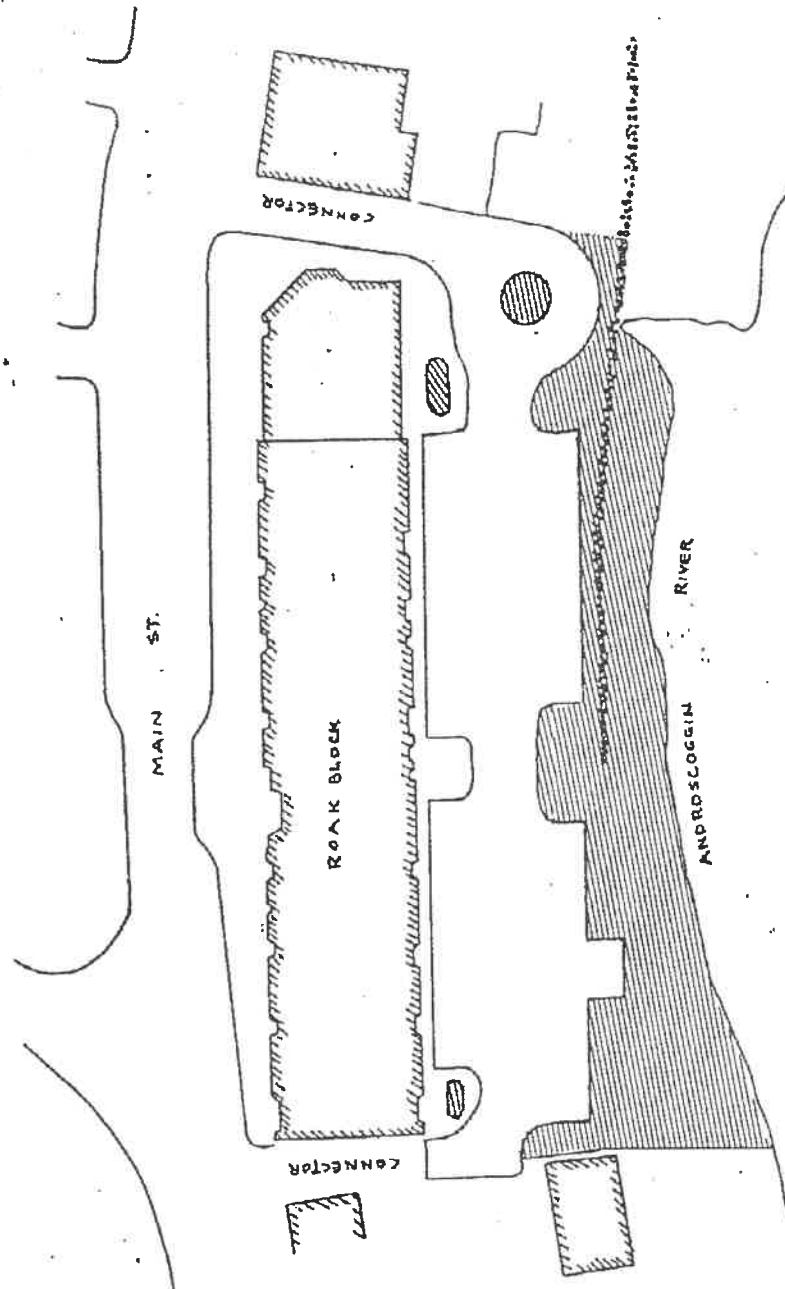
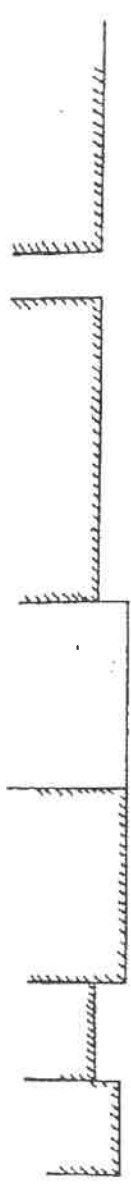
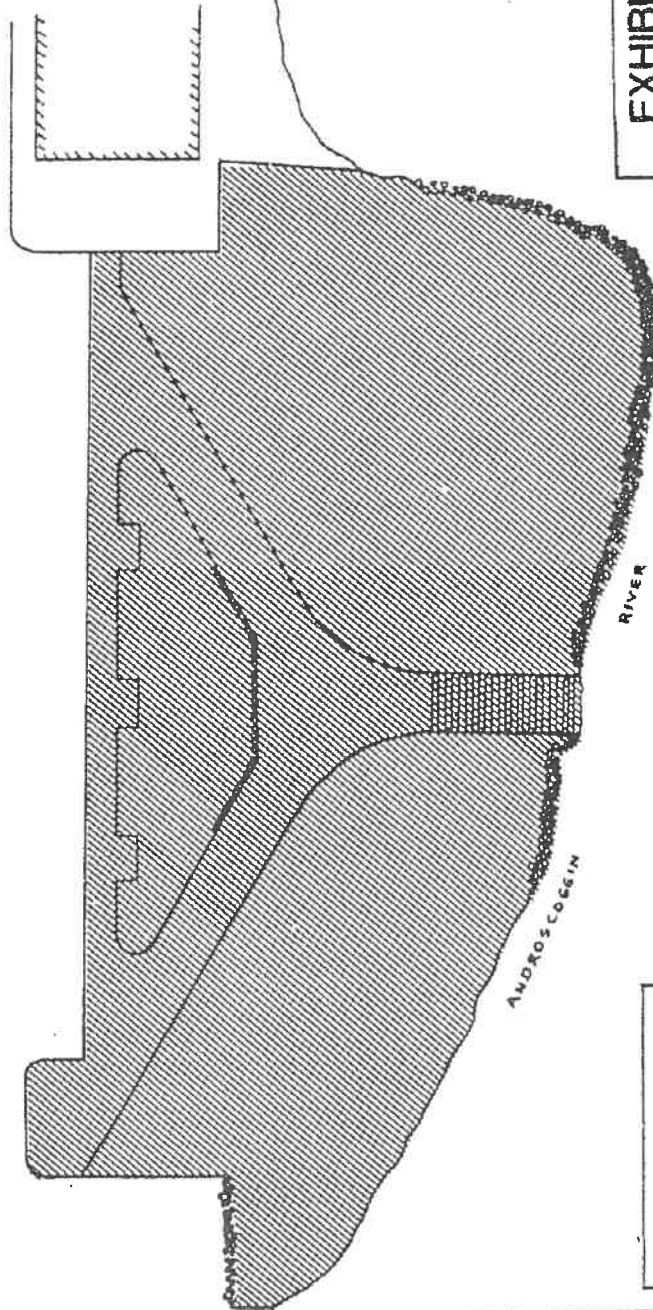


EXHIBIT B



MILLER ST.



ANDROSCOGGIN RIVER

EXHIBIT  
C

ANDROSCOGGIN SS.  
RECEIVED APR 11 1985  
AT 10 H. 57 M. A. M.

**LEASE  
(Amendment)**

This agreement is an amendment to **Article 1. Premises** of the Lease Agreement between The CITY OF AUBURN and ROAK BLOCK DEVELOPMENT ASSOCIATES, as described in Book 1802, Page 295 of the Androscoggin County Registry of Deeds, dated January 29, 1985.


The CITY OF AUBURN: (hereinafter referred to as "lessor") and ROAK BLOCK DEVELOPMENT ASSOCIATES, a Maine limited partnership (hereinafter referred to as "lessee") hereby mutually contract and agree to the following amendment:

**Article 1. Premises.** Lessor does hereby rent and lease to the lessee and lessee does hereby rent and lease from the lessor a certain area comprising of forty-one (41) parking spaces to be not less than eight (8) feet by nineteen (19) feet from vehicle parking shown on the plan attached hereto as Exhibit A and located easterly of the Roak Block between the Roak Block easterly boundary and the Androscoggin River. Twenty (20) spaces are located on the westerly side of the right-of-way known as Miller Street, Eleven (11) spaces are located on the easterly side of the above right-of-way, and Ten (10) spaces are located on the southerly side of the right-of-way known as Miller Street along the Androscoggin River

Dated: 3-20-08


CITY OF AUBURN

By: \_\_\_\_\_

  
Laurie A. Smith  
Acting City Manager

ROAK BLOCK DEVELOPMENT ASSOCIATES

By: \_\_\_\_\_

  
LYNDEL J. MSHCAMPER  
GENERAL PARTNER

Karen - Roak Block  
782-4249 Roak  
761-0321 - 10th/11th  
786-0222 - 11th/12th  
Row

Miller St Parking

Nicole