

**COPY**

**ASSIGNMENT and ASSUMPTION  
of Private Crossing License**

This Assignment and Assumption Agreement is entered into between **STATE OF MAINE DEPARTMENT OF TRANSPORTATION** (the "Assignor"), having an address of 16 Statehouse Station, Augusta Maine 04333-0016, and the **MAINE PORT AUTHORITY** (the "Assignee") having an address of 460 Commercial Street, Portland, Maine 04101. Assignor and Assignee may hereafter be referred to as the "Parties."

**BACKGROUND**

- A. MaineDOT entered into a Private Crossing License with New Yard, LLC and Canal Landing, LLC on June 29, 2016 (the "Crossing License") by which it provided a license for two crossings over a portion of the railroad right of way known to railroad officials as the West Commercial Street Intermodal Facility/Portland. A copy of the Crossing License is attached hereto as Exhibit A.
- B. By a deed dated March 11, 2020 and recorded in the Cumberland County Registry of Deeds at Book 36501 Page 146, the Assignor conveyed real property to the Assignee that included the West Commercial Street Intermodal Facility/Portland.
- C. In light of this conveyance, the Assignor wishes to assign to Assignee and Assignee wishes to assume responsibility for the Crossing License which grants rights over the railroad right of way now owned by the Assignee.

**Now therefore**, the Parties agree to this Assignment and Assumption of the Crossing License, as follows:

- 1. The Assignor hereby assigns all of its rights and obligations under the Crossing License to the Assignee, and the Assignee hereby assumes all rights and obligations of Assignor under the terms of the Crossing License (the "Assignment and Assumption"). The Parties agree that the Assignment and Assumption shall be retroactively effective as of the date upon which the Assignee acquired record title to the West Commercial Street Intermodal Facility/Portland on March 11, 2020 (the "Effective Date").
- 2. The Assignee hereby agrees to be bound by the terms and conditions of the Crossing License, including but not limited to the right to receive any future license fees prescribed by the Crossing License. Any fees that have already been paid to the Assignor for the current year through June 28, 2020 shall be retained by the Assignor and not pro-rated. Assignee further agrees that Assignor is hereby released from any further responsibilities or liabilities of any kind connected in any way to the granting or administration of the Crossing License.
- 3. All other terms and conditions of the Crossing License shall remain in full force and effect.

The parties hereto enter into this Assignment and Assumption Agreement as of the Effective Date noted above.

**Assignor:**

**State of Maine Department of  
Transportation**

By: *MAE M*

As its: *Director, Freight & Passenger Services*

Duly Authorized

**Assignee:**

**Maine Port Authority**

By: *John P. Ross*

As its: *CEO*

Duly Authorized