

BOUNDARY AGREEMENT

This Boundary Agreement ("Agreement") is made and entered into this 25th day of MAY, 2010, by and between Glenn A. Morse an individual residing in Scarborough, Maine (hereinafter referred to as "Morse") and 202 Washington, LLC, a Maine limited liability company with a principal place of business located in Portland, Maine (hereinafter referred to as "202 Washington").

WHEREAS, Morse currently holds title to a certain parcel of land and other improvements thereon in Portland, Cumberland County, State of Maine, said parcel being described in a deed from Morgan Gavin, LLC, dated December 6, 2006, and recorded in the Cumberland County Registry of Deeds in Book 24651, Page 157 (hereinafter referred to as the "Morse Parcel" and said deed referred to as the "Morse Deed");

WHEREAS, 202 Washington currently holds title to a certain parcel of land and other improvements thereon in Portland, Cumberland County, State of Maine, said parcel being described in a deed from Kevin D. Kelly and Nancy A. Kelly to Plaintiff, dated September 28, 2007, and recorded in the Cumberland County Registry of Deeds in Book 25509, Page 156 (herein referred to as "202 Washington Parcel" and said deed referred to as the "202 Washington Deed");

WHEREAS, Morse and 202 Washington desire to establish and/or confirm their common boundary in accordance with the "Line of Agreement" as shown on a certain sketch plan attached hereto as Exhibit A (hereinafter referred to as the "Plan"), and as more particularly described herein;

WHEREAS, Morse desires to grant certain easements and establish certain negative easements, as more particularly set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Establishment of Common Boundary:

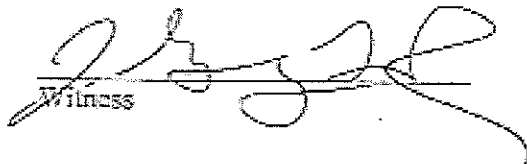
1. Morse hereby quitclaims and releases to 202 Washington, any and all right, title and interest he may have, by virtue of the Morse Deed, in land lying southeasterly of the following described boundary line (hereinafter referred to as the "Line of Agreement"):

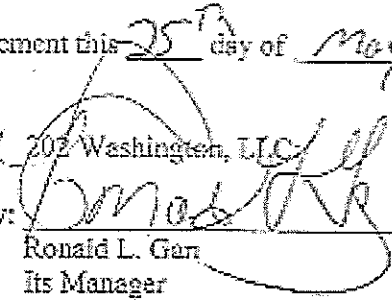
Beginning on the southwesterly side of Washington Avenue at a 1/2 inch iron rod to be set with plastic cap marked "Austin 2174" being NORTH 35° WEST as measured along the southwesterly side of Washington Avenue a distance of ONE HUNDRED FEET (100.00) from the southeasterly side of a concrete retaining wall at the division line between 202 Washington, LLC and land now or formerly of Anthony and Mary Pereira, said point of beginning being further described as being SOUTH 33°30'41" EAST a distance of

2. This Negative Easement burdens the Morse Parcel and benefits the 202 Washington Parcel. These easement covenants shall run with the land, provided, however, that this Negative Easement as set forth in this paragraph C of this Agreement shall immediately expire twenty-five (25) years from the recording of this Agreement.

D. This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument.

Witness our hands and seals on this Boundary Agreement this 25th day of May, 2010.


Witness

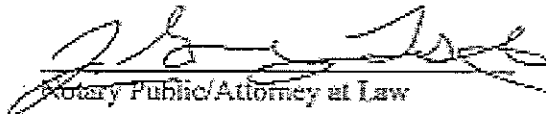
202 Washington, LLC
By: 
Ronald L. Gan
Its Manager

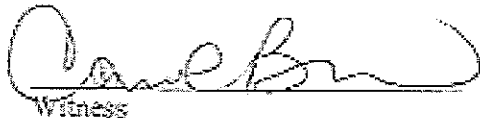
STATE OF MAINE

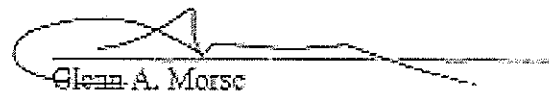
Cumberland, ss.

5/28, 2010

Then personally appeared before me the above-named, Ronald L. Gan, ^{Manager} ~~sole member~~ of 202 ⁽⁵⁶⁴⁾ Washington, LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the company.


Notary Public/Attorney at Law


Witness



Glenn A. Morse

STATE OF MAINE

York, ss.

APR/25, 2010

Then personally appeared before me the above-named Glenn A. Morse and acknowledged the foregoing instrument to be their free act and deed.


Notary Public/Attorney at Law #2230
NEAL J. WEINSTEIN

2. This Negative Easement burdens the Morse Parcel and benefits the 202 Washington Parcel. These easement covenants shall run with the land, provided, however, that this Negative Easement as set forth in this paragraph C of this Agreement shall immediately expire twenty-five (25) years from the recording of this Agreement.

D. This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument.

Witness our hands and seals on this Boundary Agreement this 25th day of May, 2010.

[Signature]
Witness

202 Washington, LLC
By: [Signature]
Ronald L. Gan
Its Manager

STATE OF MAINE
Cumberland, ss.

5/28, 2010
Manager - (JGL)

Then personally appeared before me the above-named, Ronald L. Gan, Manager of 202 Washington, LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the company.

[Signature]
Notary Public/Attorney at Law

[Signature]
Witness

[Signature]
Glenn A. Morse

STATE OF MAINE
York, ss.

APR 25, 2010

Then personally appeared before me the above-named Glenn A. Morse and acknowledged the foregoing instrument to be their free act and deed.

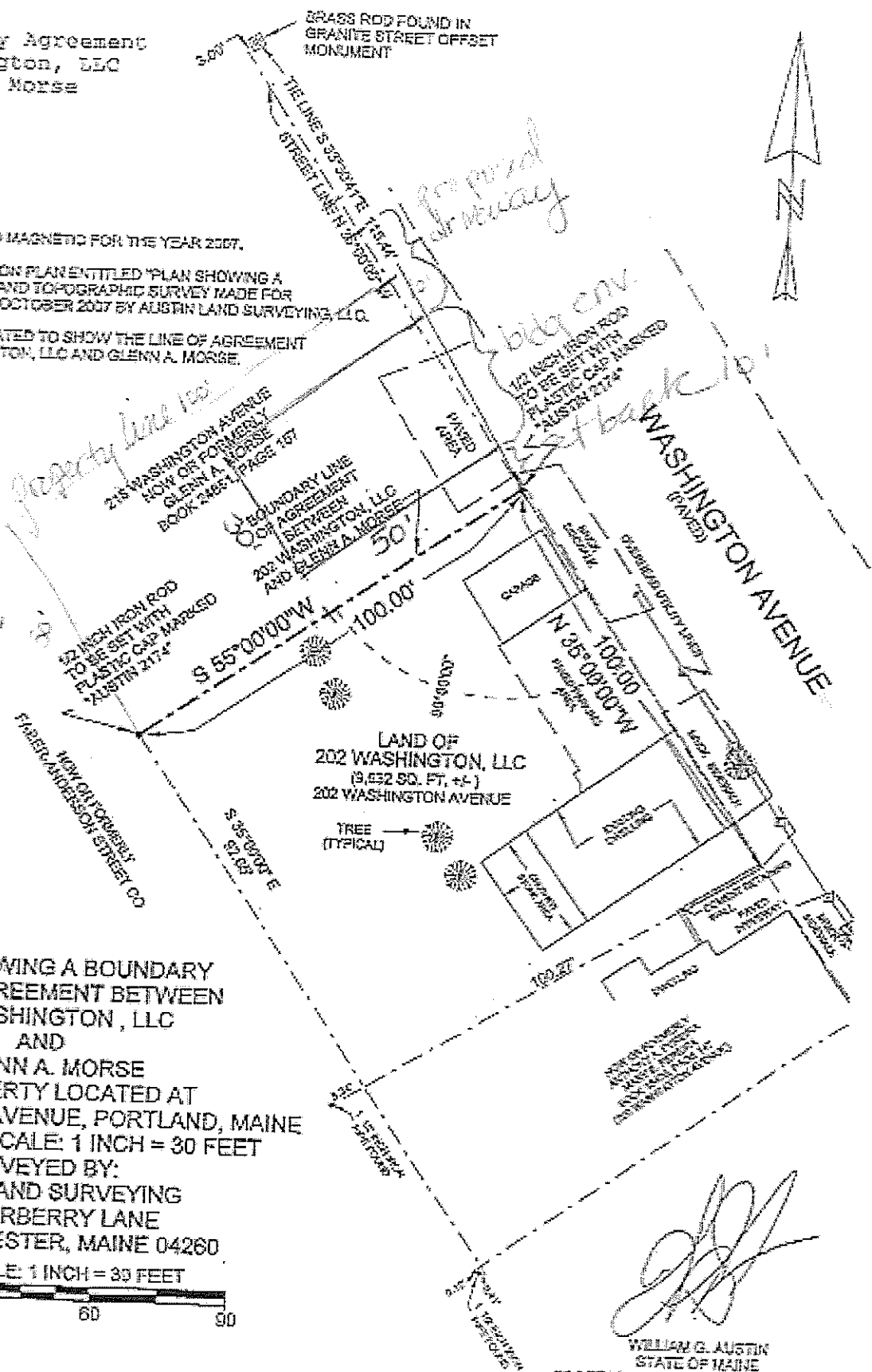
[Signature]
Notary Public/Attorney at Law #32230
NEAL J. WEINSTEIN

EXHIBIT A
To Boundary Agreement
202 Washington, LLC
& Glenn A. Morse

NOTES:

- 1.) BEARINGS REFER TO MAGNETIC FOR THE YEAR 2007.
- 2.) THIS PLAN IS BASED ON PLAN ENTITLED "PLAN SHOWING A STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY MADE FOR RONALD GANN", DATED OCTOBER 2007 BY AUSTIN LAND SURVEYING, LLC.
- 3.) THIS PLAN WAS CREATED TO SHOW THE LINE OF AGREEMENT BETWEEN 202 WASHINGTON, LLC AND GLENN A. MORSE.

50' x 100' @ rear of property



PLAN SHOWING A BOUNDARY
LINE OF AGREEMENT BETWEEN
202 WASHINGTON, LLC
AND
GLENN A. MORSE
OF PROPERTY LOCATED AT
202 WASHINGTON AVENUE, PORTLAND, MAINE
APRIL 15, 2010 SCALE: 1 INCH = 30 FEET

SURVEYED BY:
AUSTIN LAND SURVEYING
82 ELDERBERRY LANE
NEW GLOUCESTER, MAINE 04260
GRAPHIC SCALE: 1 INCH = 30 FEET

[Signature]
WILLIAM G. AUSTIN
STATE OF MAINE
PROFESSIONAL LAND SURVEYOR 2174