

AMENDMENT TO BOUNDARY AGREEMENT

This Amendment to Boundary Agreement is made and entered into on March 29, 2016, 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 certain real estate located on Washington Avenue in Portland, Maine, said parcel being described in a deed 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");

WHEREAS, 202 Washington currently holds title to certain abutting real estate located on Washington Avenue as described in a deed dated September 28, 2007, and recorded in said Registry of Deeds in Book 25509, Page 156 (herein referred to as "202 Washington Parcel");

WHEREAS, Morse and 202 Washington entered into a Boundary Agreement with respect to said abutting parcels of real estate dated May 25, 2010 and recorded in said Registry of Deeds in Book 27839 Page 310 (the "Agreement");

WHEREAS, the parties desire to amend and restate the "Maintenance Easement" portion of the Agreement in accordance with the terms set forth below;

WHEREAS, the Negative Easement contained in the Agreement is reaffirmed and restated -- no building, structure, or improvement of any kind shall be constructed in the area described in Paragraph C(1) of the Agreement;

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

1. The "Maintenance Easement" set forth in Paragraph B of the Agreement is hereby amended and restated as follows:

Morse hereby grants to 202 Washington, and its successors and assigns, a perpetual easement in common with Morse for ingress and egress on foot and with equipment and motor vehicles over a thirty foot (30') wide strip of land running along the southeasterly sideline of the Morse Parcel abutting the 202 Washington Parcel extending from Washington Avenue to the southwesterly or rear line of the Morse Parcel (the "easement area") at reasonable times, as may be necessary for the purpose of constructing, maintaining, examining, repairing, or replacing any retaining wall or building or other structure on the 202 Washington

Parcel. The parties further agree that: (i) no building may be constructed within the easement area; (ii) an access drive may be constructed within the easement area to provide access by foot and vehicle for the benefit of the Morse Parcel and the parcel located at 220 Washington Avenue, and said access drive, or any other building, structure, or improvement, shall not enter the Negative Easement area; and (iii) 202 Washington's use of the easement area shall be carried on so as not to interfere with access over the access drive and so as to reasonably minimize any disturbance to the use and enjoyment of the Morse Parcel.

This easement burdens the Morse Parcel and benefits the 202 Washington Parcel and shall run with the land.

202 Washington, and its successors and assigns, shall restore and/or repair as necessary the easement area described herein to its former condition after exercising the within granted rights.

2. 202 Washington Avenue hereby releases the former Maintenance Easement originally established under the Agreement.

3. Except as set forth above, the Agreement shall remain in full force and effect, and no further revisions of the Agreement, as amended herein, shall be made except with the informed written consent of all parties hereto. Absent such informed written consent, the Agreement shall not be further revised or changed. Morse shall be responsible for recording this Amendment in the Cumberland County Registry of Deeds.

[This space intentionally blank]

IN WITNESS WHEREOF the parties have set their respective hands and seals on March 29, 2016.

Marie C. Solad
Witness

Glenn A. Morse
GLENN A. MORSE

STATE OF MAINE
COUNTY OF CUMBERLAND

March 29, 2016

Then personally appeared the above named Glenn A. Morse and acknowledged the foregoing instrument to be his free act and deed.

Glenn A. Morse - ME BAR NO. 7541
Notary Public/Maine Attorney at Law
Name: _____
My commission expires _____

202 Washington, LLC

Regan S. Toothaker
Witness

By: Ronald L. Gan
Ronald L. Gan, its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

March 29, 2016

Then personally appeared the above named Ronald L. Gan in his said capacity and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said limited liability company.

[Signature] ME BAR NO. 7541
Notary Public/Maine Attorney at Law
Name: _____
My commission expires _____

Received
Recorded Register of Deeds
Apr 04, 2016 01:51:49P
Cumberland County
Nancy A. Lane