

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 ½ 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

115.44 FEET from a brass rod found in a street right of way offset granite monument found by the northerly corner of the building located at 218 Washington Avenue;

THENCE, SOUTH 55°00'00" WEST on a bearing 90 degrees from the street line of Washington Avenue a distance of ONE HUNDRED FEET (100.00) to land now or formerly of Faber Anderson Street Co. and a ½ inch iron rod to be set with plastic cap marked "AUSTIN 2174."

2. 202 Washington hereby quitclaims and releases to Morse, any and all right, title and interest it may have, by virtue of the 202 Washington Deed, in land lying northwesterly of the Line of Agreement.

3. The parties desire to, and do hereby, establish and confirm by virtue of this Agreement and the conveyance made herein, that the common boundary line between the Morse Parcel and the 202 Washington Parcel is the Line of Agreement as shown on the Plan and described herein.

4. It is the specific intent of the parties hereto that this document shall have all the force and effect of an exchange of quitclaim release deeds between the parties.

B. Maintenance Easement:

1. Morse hereby grants to 202 Washington, and its successors in title, the following easement:

An appurtenant easement to enter the Morse Parcel with any necessary equipment, and at any reasonable time, as may be necessary for the purpose of construction, examination, maintenance, repair or replacement of a retaining wall to be located on the 202 Washington Parcel.

2. This Maintenance Easement burdens the Morse Parcel and benefits the 202 Washington Parcel. These easement covenants shall run with the land.

3. 202 Washington, and its successors in title, shall restore and/or repair as necessary the surface of the easement parcel described herein to its former condition after exercising the within granted rights.

C. Negative Easement:

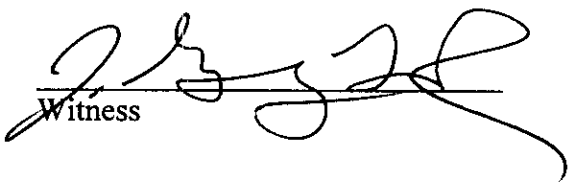
1. Morse hereby grants to 202 Washington and its successors in title, and hereby subjects the Morse Parcel, to the following easement:

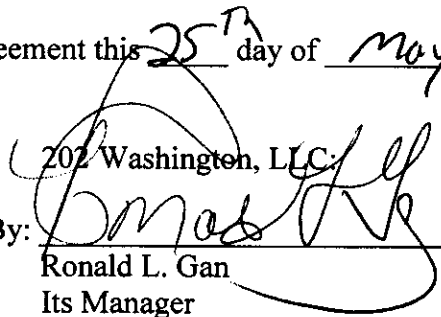
No buildings or improvements shall be constructed, located or maintained in any area of the Morse Parcel that is more than fifty (50) feet from the Morse Parcel's northeasterly boundary abutting Washington Avenue.

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.

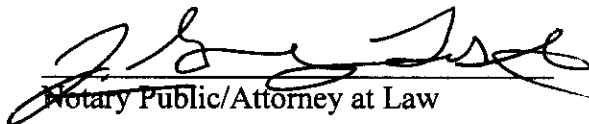

Witness

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

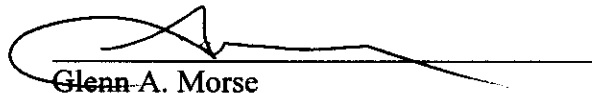
STATE OF MAINE
Cumberland, ss.

5/28, 2010
Manager - (564)

Then personally appeared before me the above-named, Ronald L. Gan, ~~Sole Member~~ 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.


Notary Public/Attorney at Law


Witness


Glenn A. Morse

STATE OF MAINE
York, ss.

MAY 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.

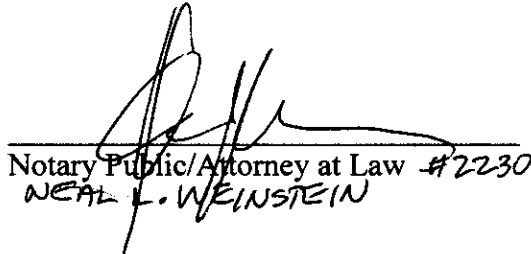
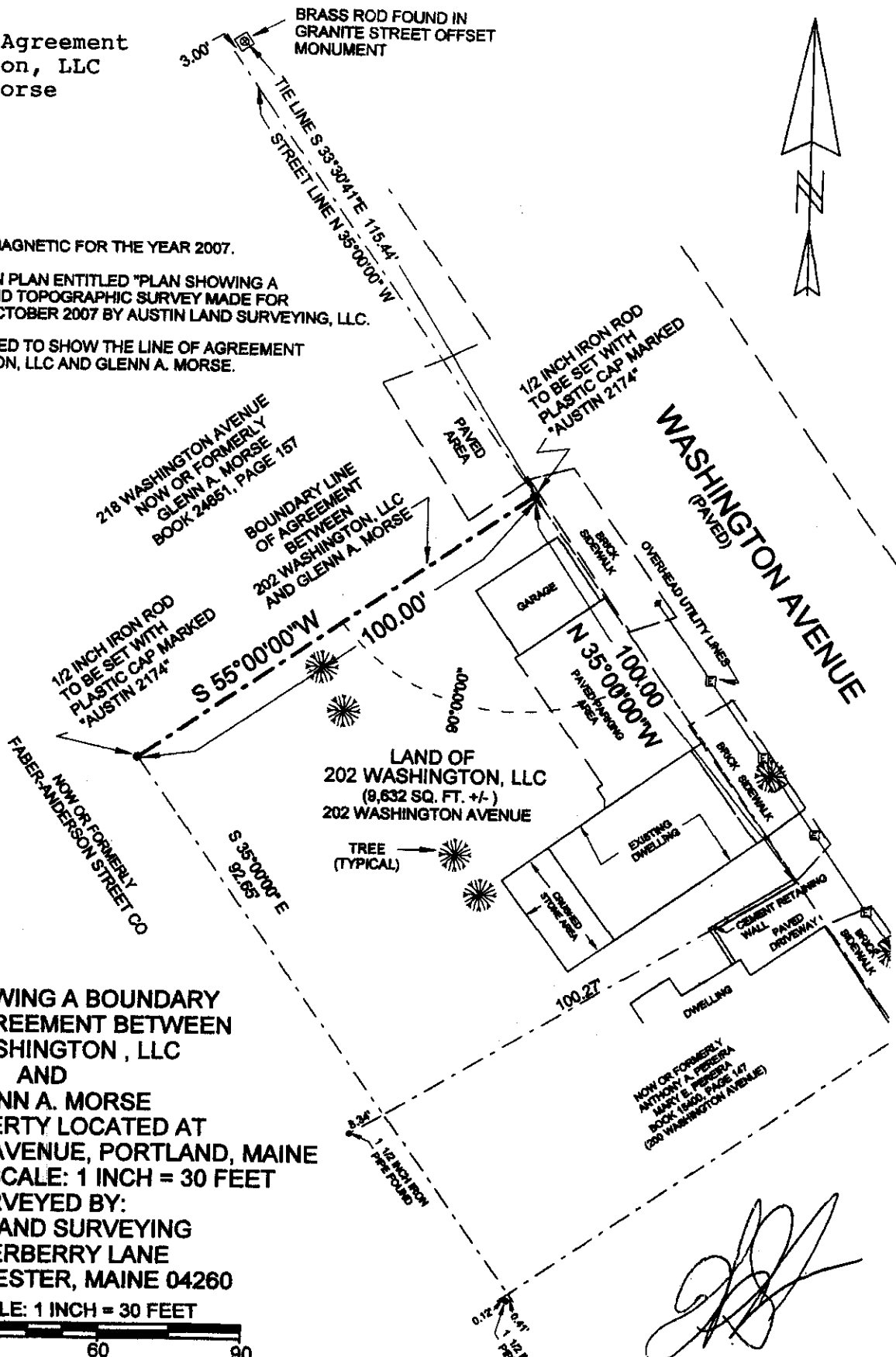

Notary Public/Attorney at Law #2230
NEAL L. WEINSTEIN

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.



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



Received
Recorded Register of Deeds
Jun 14, 2010 02:12:16P
Cumberland County
Pamela E. Lovley

WILLIAM G. AUSTIN
STATE OF MAINE
PROFESSIONAL LAND SURVEYOR 2174