

EASEMENT

We, Glenn Morse (hereinafter "Morse") of Scarborough, Maine and Rockingham, LLC (hereinafter "Rockingham") a Maine Limited Liability Company hereby agree as follows:

WHEREAS Morse owns real estate in the City of Portland, Maine located at 218 Washington Ave. and more particularly described in a deed recorded in the Cumberland County at Book 22895, Page 28;

WHEREAS Rockingham owns real estate in the City of Portland, Maine located at 219 Anderson St. and more particularly described in a deed recorded in the Cumberland County at Book 27757, Page 278;

WHEREAS the parties want to delineate and define an easement for an existing sewer line and provide for the future maintenance and repair of said sewer line serving the Morse premises and located on the above mentioned real estate owned by Rockingham;

WHEREAS Rockingham wants to grant an easement to Morse subject to the terms and conditions below;


NOW THEREFORE in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties agree as follows:

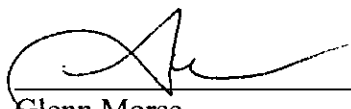
1. There is currently an existing sewer line located on Rockingham's property which serves the building on Morse's adjacent property. The approximate location of the sewer line is depicted on the attached Exhibit A. Rockingham hereby grants an underground Easement to Morse to maintain, improve and repair this sewer line where it is actually located, together with an area ten feet (10') to either side of the line for construction access purposes, except to the extent there are existing buildings within such corridor.
2. In the event that the sewer line should fail or need to be repaired or improved, then Morse shall do all necessary work and shall restore the surface of the Easement to its condition prior to the repair. Morse shall inform Rockingham in advance of any repair work and shall conduct all work so that it will minimally interfere with use of the Rockingham premises.
3. Morse shall keep the Rockingham premises free of any mechanic liens. If Morse fails to comply with this provision, Rockingham shall be entitled to pay the lien, and Morse will reimburse Rockingham for all expenses incurred in this regard, including any legal fees, plus interest at 18% for any advances and payments made by Rockingham.
4. The terms of this Easement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and shall be a covenant running with the land on the parcel owned by Rockingham. Time is of the essence in the performance of this Agreement.

5. This Easement shall be governed by and construed in accordance with, Maine law. This constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties, and any other claim of easement by Morse over land of Rockingham, in connection therewith which conflict with the express terms of this Agreement.

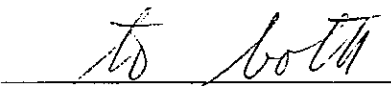
6. If any provision of this Easement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions hereof.

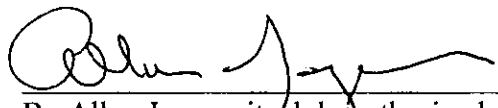
Dated at Portland, Maine this 27th day of April, 2012.


Witness


Glenn Morse

ROCKINGHAM, LLC

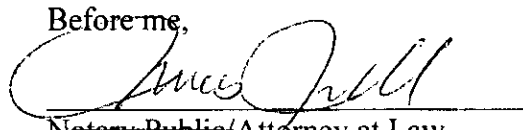

Witness


By Allan Jagger, its duly authorized
Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

April 27, 2012

Then personally appeared Allan Jagger, Manager of Rockingham, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

~~Notary Public~~ Attorney at Law
Thomas Jewell

