

## **EASEMENT DEED**

KNOW ALL PERSONS BY THESE PRESENTS THAT, **105 MONUMENT, LLC**, with a place of business in Portland, in the County of Cumberland and State of Maine (the "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration paid by **TYLER JUDKINS** and **KATHERINE LYN COHEN**, whose mailing address is 107 Monument Street, Portland, ME 04101 (the "Grantees"), the non-exclusive perpetual rights and easement for the below described purposes and subject to the below described terms and conditions (the "Easement"), across certain real property (the "Premises") of Grantor, being a portion of the land described in that certain deed from Kevin Lee Scott to the Grantor herein dated July 28, 2004 and recorded in the Cumberland County Registry of Deeds in Book 21607, Page 13 (the "*Burdened Premises*").

### **EASEMENT PURPOSE AND USES**

A perpetual non-exclusive right and easement four (4) feet in width, as set forth herein and being the Burdened Premises, with the right to pass and repass for ingress and egress over said strip of land on foot or otherwise, for the purposes of constructing, inspecting, maintaining, repairing, replacing and removing any building erected on the land of Grantees, as described in a certain deed from Lisa M. Walker to the Grantees, dated September 1, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28940, Page 311 (the "*Benefitted Premises*"). Grantor's use of the strip of land containing the four (4) foot Easement shall be unlimited provided said use does not interfere with Grantees' Easement rights contained herein, and specifically include Grantor's right to: (i) construct and maintain a driveway for ingress and egress by vehicle and by foot to Grantor's Premises; (ii) install curbing in connection with any future driveway, (iii) construct and maintain perpetual utility easements, including the right to install, maintain, repair, replace, extend, alter, operate and inspect through and under the surface of the Easement area, underground gas pipelines, water pipelines and other utility lines, facilities and services as may be necessary or convenient in the future for the benefit of Grantor's Premises, together with all fixtures and appurtenances thereto; and (iv) the utilization of the Burdened Premises for the purpose of constructing, inspecting, maintaining, repairing, replacing and removing any building erected on Grantor's Premises from time to time.

### **EASEMENT LOCATION**

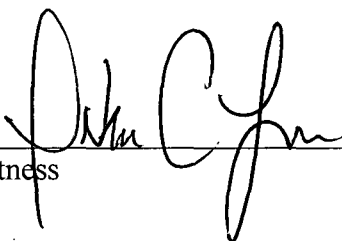
The Easement location shall be over an four (4) foot wide strip of land described as follows: beginning at Monument Street at the southwesterly corner of the Burdened Premises; thence Fifty (50) feet in a northwesterly direction along the westerly sideline of the Burdened Premises to a point; thence at a ninety (90) degree angle four (4) feet in a northeasterly direction across the Burdened Premises to a point; thence at a ninety (90) degree angle in a southeasterly direction and parallel with the first described course a distance of fifty (50) feet to said Monument Street; thence in a southwesterly direction along said Monument Street a distance of four (4) feet to the point of beginning. Being approximately the premises shown as the cross-hatched rectangle on Exhibit A attached hereto.

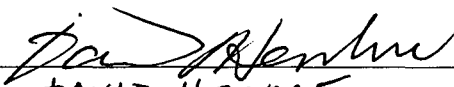
**TERM**

The rights, agreements, covenants and easement herein granted and provided shall be rights, agreements, covenants and easement running with the land and shall inure to the benefit of and be binding upon Grantor and Grantees and their respective personal representatives, heirs, successors and assigns, it being the intention of the parties hereto that the respective rights and obligations of the parties hereunder shall pass to subsequent owners upon the conveyance of the Burdened Premises and Benefitted Premises, and upon such conveyances, the then-current owners shall possess the rights and carry the burdens and obligations associated herewith, and the prior owners shall no longer possess such rights and shall be relieved from all such obligations.

WITNESS our hands and seals this 2 day of September, 2015

**105 MONUMENT, LLC**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By: DAVID HEMBRE  
Its: MANAGER

STATE OF MAINE  
CUMBERLAND, ss

September 2, 2015

Then personally appeared the above named DAVID HEMBRE of 105 Monument, LLC and acknowledged the foregoing instrument to be the free act and deed of said 105 Monument, LLC.

Before me,

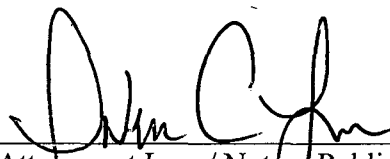
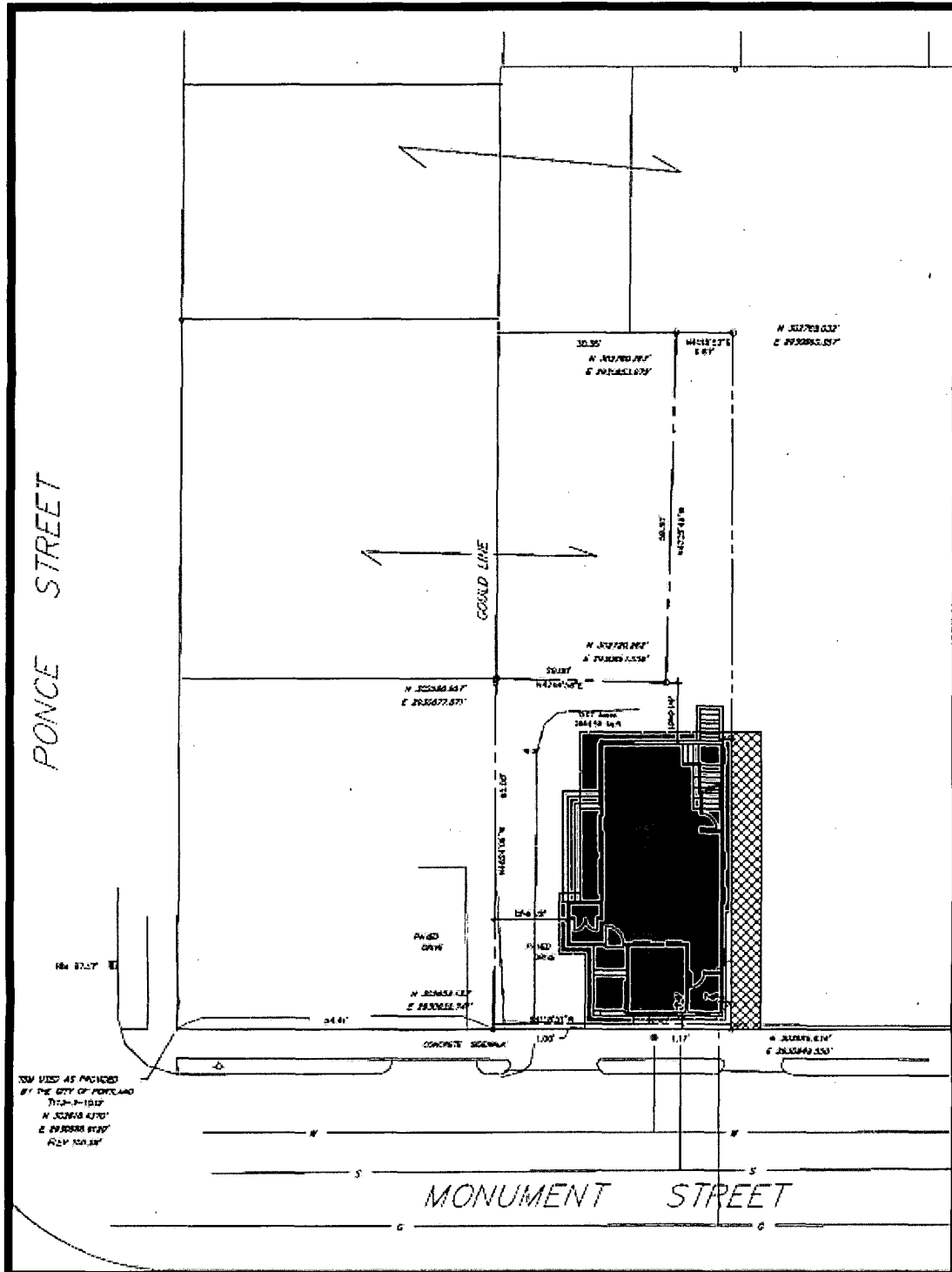
  
\_\_\_\_\_  
Attorney at Law / Notary Public  
PATRICK C. LEVER #5109

EXHIBIT A



Received  
Recorded Register of Deeds  
Sep 02, 2015 02:28:49P  
Cumberland County  
Nancy A. Lane