

MAINTENANCE and NO-BUILD EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT **56 WILMOT STREET, LLC**, a Maine Limited Liability Company, (“Grantor”), for consideration paid, grants to **50-52 WILMOT STREET, LLC**, its successors and assigns, a Maine Limited Liability Company, (“Grantee”), having a mailing address care of Jewell & Bulger, PA, 477 Congress Street, Portland, Maine 04101, with **QUITCLAIM COVENANT, an easement** over the real property situated in Portland, County of Portland, State of Maine described as follows:

1. Burdened Parcel: The Burdened Parcel is that property owned by Grantor, located at 56 Wilmot Street, Portland, Maine and further described in that certain deed recorded in the Cumberland County Registry of Deeds in Book 32079, Page 88.
2. Benefited Parcel: The Benefited Parcel is that property owned by Grantee, located at 50-52 Wilmot Street, Portland, Maine and further described in a deed to Grantee recorded in said Registry in Book 32079, Page 90.
3. Easement Area: The Easement Area is that portion of the Burdened Parcel adjoining the common boundary of the Benefited Parcel that is further described in Exhibit A and Exhibit B.
4. Easement Rights:
 - a. Grantor agrees not to build any structure, except fencing, within the Easement Area.
 - b. Grantor conveys a maintenance easement to Grantee. Grantee shall have the right to temporarily utilize the Easement Area in order to perform maintenance work on its building on the Benefited Parcel. Grantee shall access the Easement Area for as short a period of time as reasonable necessary to perform its maintenance. Grantee shall at all times give advance notice to its intended use of the easement to Grantor and shall strive to minimize disruption to the traffic, parking and business activity at Grantor’s premises in consultation with the Grantor.
 - b. After completion of its periodic maintenance, Grantee shall return any landscaping or other improvements on Grantor’s premises back to its original condition as much as reasonably possibly and shall repair any damage caused to Grantor’s premises by any such use.
5. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all claim, suit, demand, damage, loss, cost, or expense of any nature including, without limitation, reasonable attorney’s fees, arising as a result of Grantee’s use or enjoyment of the easement granted hereunder, including as a result of personal injury (including death) or property damage, arising as a result of use by Grantee, its agents, employees, contractors or other designees, of the Maintenance Easement.
6. The easement, rights and privileges granted herein are exclusive and the Grantor covenants that it will not convey any other conflicting easement or conflicting rights within the Easement Area covered by this grant.

7. This Agreement is intended to be governed by and construed under the laws of the State of Maine.
8. This Agreement and the covenants herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representative, successors, assigns and transferees.
9. This Agreement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.
10. In the event of a disagreement or deadlock regarding this Agreement, binding Arbitration will be required. The arbitration fees shall generally be shared equally by the parties. If an Arbitrator finds that Arbitration was required because a party took the position that demonstrates they were not acting reasonably or in good faith, the Arbitrator may award the prevailing parties their fees and expenses including attorney's fees incurred pursuant to the Arbitration action. The award of the Arbitrator shall be enforceable by a court of competent jurisdiction.

In Witness Whereof, the undersigned, Crandall K. Toothaker, Manager of 56 Wilmot Street, LLC, has hereby set his hand this _____ day of March, 2017

Signed, Sealed and Delivered
In the Presence of:

56 Wilmot Street, LLC

Witness

By: Crandall K. Toothaker
Its: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND,
ss.

March _____, 2017

Personally appeared the above named Crandall K. Toothaker, Manager of said 56 Wilmot Street, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Limited Liability Company.

Before me,

Notary Public/Attorney at Law
Printed Name:
My Commission Expires:

Exhibit A

An easement over a certain strip of land, situated on the southwesterly side of Wilmot Street, in said Portland and numbered 56 on said street; commencing at the northeasterly corner of a parcel of land at 50-52 Wilmot Street as described in deed recorded at the Cumberland County Registry of Deeds in Book 32079, Page 90; thence northeasterly by the westerly sideline of Wilmot Street a distance of 20' to a point; thence southwesterly perpendicular to Wilmot Street, a distance of 80', more or less, to a point that is 10' southwesterly of the line of prolongation of the rear wall at the building located at 52 Wilmot Street; thence southeasterly, parallel with Wilmot Street a distance of 20' to the common boundary line of 50-52 Wilmot Street and 56 Wilmot Street; thence northeasterly by said common boundary a distance of 80', more or less, to Wilmot Street and the point of beginning.

Being a strip of land twenty (20) feet in width along the southeasterly boundary of the Burdened Parcel, which Easement Area extends from Wilmot Street southwesterly to a line that is ten (10) southwesterly beyond the rear of the building located at 52 Wilmot Street on the Benefited Parcel as further depicted in Exhibit B attached hereto.