

ACCESS AND PARKING SPACE EASEMENT DEED

KNOW ALL BY THESE PRESENTS THAT, LUMINATO CONDOMINIUM, LLC a Maine limited liability company, having a place of business in Portland, Maine (“Grantor”), for consideration paid, grants to M&D FEDERAL, LLC, a Maine limited liability company having a place of business in Portland, Maine, its successors and assigns (“Grantee”), a perpetual parking easement for one (1) parking space, and access thereto and therefrom, appurtenant to Grantee’s land at 100 Federal Street, Portland, Maine more particularly described in the Deed from Rebeco, LLC to Grantee dated December 29, 2015 and recorded at the Cumberland County Registry of Deeds in Book 32835, Page 13 (the “Benefitted Land”), burdening that certain portion of Grantor’s land portrayed as the Access Easement to M&D Federal, LLC (the “Access Easement Area”) and the Parking Easement to M&D Federal, LLC (the “Parking Space Easement Area”) on the plan attached hereto as Exhibit A, said Access Easement Area and Parking Space Easement Area being a portion of Grantor’s land in Portland, Maine more particularly described in the Deed from ReBeCo, LLC to Grantor dated December 29, 2015, and recorded in said Registry at Book 32835, Page 23.

Subject to the restrictions set forth below, said easement as currently maintained or as may be improved by the Grantee, shall be for all purposes now or hereafter customary of a parking space, including the right of access in common with others within the Access Easement Area and the right to park one vehicle within the Parking Easement Area only, together with the right to maintain the Access Easement Area to ensure its suitability for access and the right to maintain the Parking Space Easement Area to ensure its suitability for parking, including snow and ice removal; making changes and surface improvements to the Parking Space Easement Area as necessary to allow for suitable parking within the Parking Space Easement Area, provided such changes and improvements do not interfere with the rights of Grantor and comply with all ordinances or other requirements of the City of Portland; drainage, installation, maintenance, and repair of utilities and/or similar services which are currently or may in the future become available and which do not interfere with the rights of Grantor or its successors; loading, unloading, and parking of a motor vehicle within the Parking Space Easement Area; and installation, maintenance and repair of parking space identifying marker or sign to the extent the same is permitted by the City of Portland. Grantor shall not install any building, improvements, structures, trees, shrubs or other vegetation within the Parking Space Easement Area or otherwise on Grantor’s land that would prohibit or interfere with Grantee’s permitted use of the Parking Space Easement Area.

Grantor and Grantee have the right to enforce the easements, covenants and agreements contained herein by proceedings at law or in equity. Grantor and Grantee agree that if either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder the prevailing party shall be entitled to recover from the other party reasonable attorney’s fees and costs incurred therein.

Notwithstanding anything to the contrary set forth herein, the above-described easement is conveyed subject to, and the Grantee, by its acceptance of this Easement Deed, for itself and its successors and assigns, covenants and agrees that above-described easement, shall be subject

to the following restrictions, covenants and requirements, which restrictions, covenants and requirements shall run with the land and shall be binding upon the owner of the Benefited Property:

1. Grantee shall restore the surface of the Access Easement Area and Parking Space Easement Area wherever disturbed by Grantee, in the exercise of its rights hereunder, as closely as reasonably practicable to the condition of such surface before being disturbed, including the restoration of any landscaping and trees.

2. Grantee shall enter upon the Access Easement Area and Parking Space Easement Area and shall exercise its rights hereunder at its sole risk and expense. Grantee hereby releases Grantor, its successors and assigns from, and agrees to indemnify, defend (with counsel acceptable to Grantor) and hold Grantor, and its successors and assigns harmless from and against any and all losses, costs, claims, expenses and liabilities suffered by Grantor, its successors or assigns, on account of any injury to persons or damage to property (i) arising out of the exercise by Grantee of its rights hereunder; or (ii) caused by Grantee, or any agents, employees, invitees or contractors of Grantee while Grantee, or any agents, employees, invitees or contractors of Grantee, are on the Parking Space Easement Area pursuant to, or are exercising the rights granted by, this easement; or (iii) on account of any breach by Grantee of the agreements, covenants, and warranties of Grantee set forth herein.

3. As a condition to the exercise by Grantee of its rights hereunder, Grantee shall obtain and keep in force general liability insurance with respect to the Access Easement Area and Parking Space Easement Area and activities related thereto in such amounts as Grantor shall reasonably request from time to time, which insurance shall name Grantor, its mortgagee, and their respective successors and assigns, as additional insured and which shall provide for not less than 20 days notice to Grantor, its successors and assigns, prior to any termination, expiration or modification of such coverage. Grantees shall deliver evidence of such insurance to Grantor upon request.

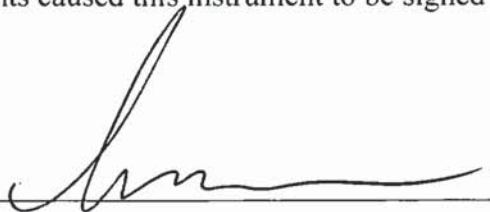
4. Grantee shall keep the Parking Space Easement Area free of any mechanics lien arising out of or relating to any work done in connection with or relating to Grantee's use of the easement. If any mechanics lien is filed as a result of any work done by or for the benefit of Grantee, and such lien is not released within 10 days after written demand by Grantor, Grantor shall have the right, but not the obligation, to pay the claim giving rise to such lien, and any other amounts necessary to cause such lien to be released, whereupon Grantee shall reimburse Grantor upon demand.

This Agreement contains the entire agreement between Grantor and Grantee, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the items contemplated by this Agreement.

This Agreement shall be governed by and interpreted under the laws of the State of Maine.

[signature on next page]

IN WITNESS WHEREOF, the said Grantor and Grantee have through their authorized agents caused this instrument to be signed this ____ day of December, 2015.



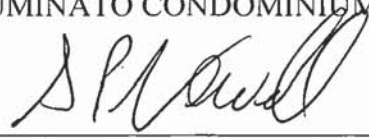
Witness

M&D FEDERAL, LLC

By: _____, its Manager



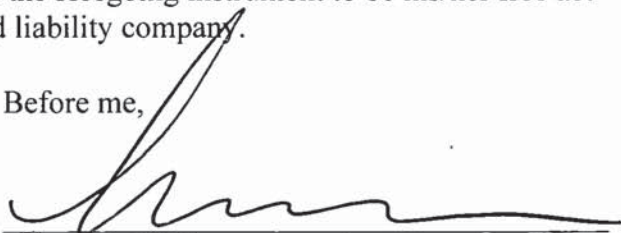
Witness

LUMINATO CONDOMINIUM, LLC

By: S.P. Newell, its Manager

STATE OF MAINE
CUMBERLAND, SS.

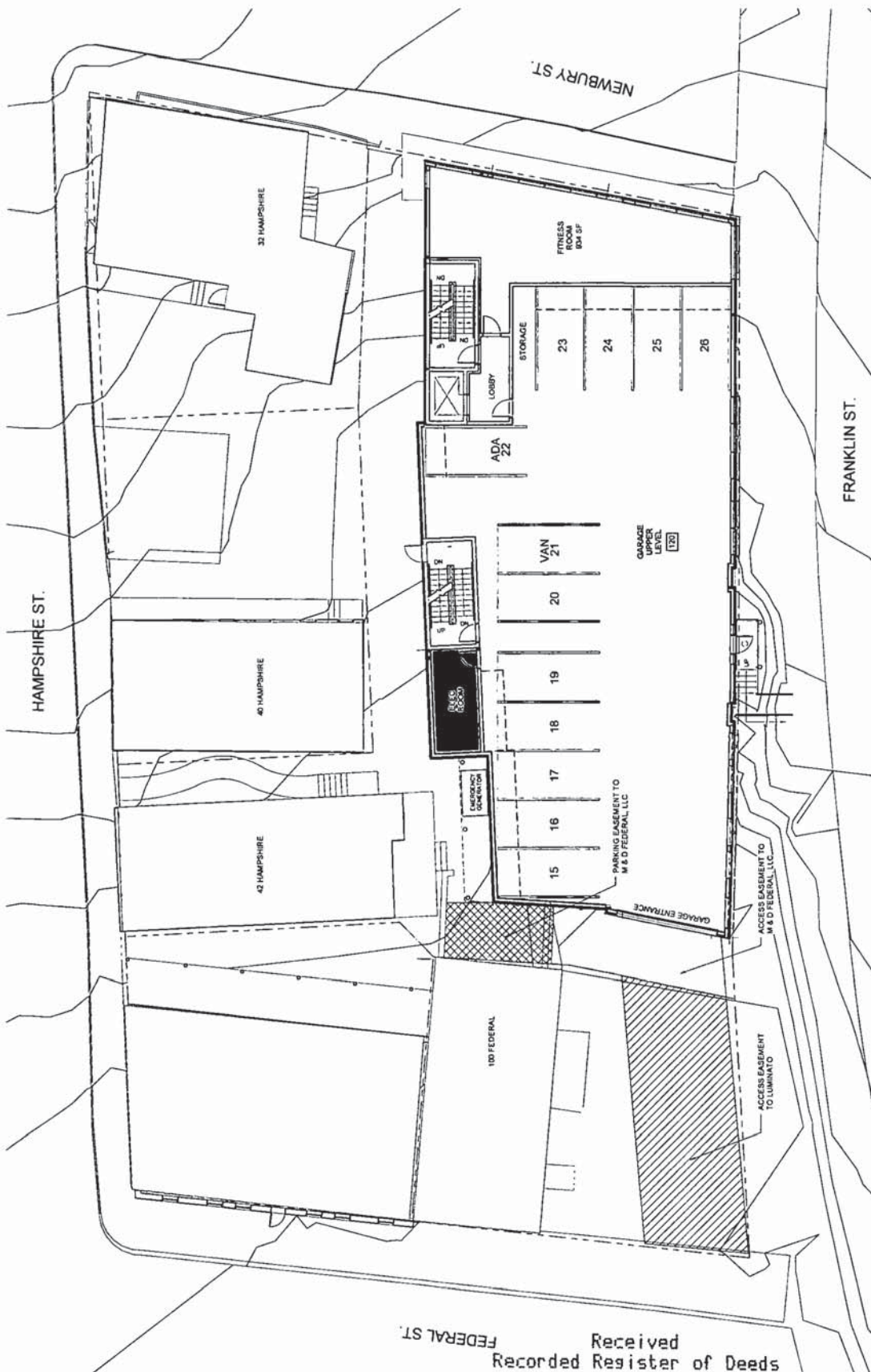
December 30, 2015

Personally appeared the above-named, S.P. Newell, manager of Luminato, LLC, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of such limited liability company.

Before me,


Notary Public/Attorney at Law
Thomas B. Federle
Printed Name

Exhibit A



1 | FIRST FLOOR & UPPER GARAGE LEVEL
1/8" = 1'-0"

LUMINATO

Newbury Street Portland, Maine

ARCHITECTYPE
A r c h i t e c t s
48 Union Wharf Portland, Maine 04101

APRIL 1, 2016
A.I.I.A.

Received
Recorded Register of Deeds
Apr 14, 2016 11:31:15A
Cumberland County
Nancy A. Lane