

## ACCESS EASEMENT DEED

KNOW ALL BY THESE PRESENTS THAT, M&D FEDERAL, LLC a Maine limited liability company, having a place of business in Portland, Maine (“Grantor”), for consideration paid, grants to LUMINATO CONDOMINIUM, LLC, a Maine limited liability company having a place of business in Portland, Maine, its successors and assigns (“Grantee”), a perpetual access easement appurtenant to Grantee’s land in Portland, Maine consisting of consolidated parcels more particularly described in 1) the Deed from Grantor to Grantee dated December 30, 2015 and recorded at the Cumberland County Registry of Deeds in Book 33039, Page 286 and 2) the Deed from ReBeCo, LLC to Grantee dated December 30, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32835, Page 13 (together the “Benefitted Land”), burdening that certain portion of Grantor’s land portrayed as “Access Easement To Luminato” on the plan attached hereto as Exhibit A (the “Access Easement Area”), said Access Easement Area being a portion of Grantor’s land at 100 Federal Street, Portland, Maine more particularly described in the Deed from Rebeco, LLC to Grantor dated December 30, 2015, and to be recorded in said Registry prior hereto. Grantor and Grantee acknowledge and agree that the location of the Access Easement Area as shown on Exhibit A is subject to relocation if required by the City of Portland in connection with Grantee’s future use and development of the Benefitted Land, in which case Grantor and Grantee will enter into an amendment to this Easement Deed to describe the relocated Access Easement Area.

Subject to the restrictions set forth below, said right of way and easement, as currently maintained or as may be improved by the Grantee, shall be for all purposes now or hereafter customary of a road or way, including the right to pass and repass, in common with others, by foot or by vehicle, (including emergency and rescue vehicles) to and from the Benefitted Land to Federal Street, Portland, Maine, together with the right to install, maintain, repair and replace underground utilities only within the Access Easement Area, and the right to make such other improvements to the Access Easement Area as the City of Portland may require for purposes of providing vehicular and pedestrian access in connection with Grantee’s future use and development of the Benefitted Land. Grantor reserves the right to relocate the underground utilities at Grantor’s sole cost and expense provided such relocation will not materially interfere with Grantee’s use and enjoyment of the Benefitted Property and Grantor provides Grantee detailed plans with respect to such relocated utilities prior to such relocation. Together with the right to construct, repair, improve and maintain said right of way and easement for such purposes and to construct, repair, and maintain thereunder such wires, cables, lines, pipes, poles, braces, supporting, retaining, and stabilizing structures, and paving and striping as may be useful in connection with the foregoing, the preceding enumeration being descriptive and not in limitation of the Grantee’s rights for the purposes herein mentioned, subject to the limitations set forth below. Except for the underground utilities and those required by the City of Portland, the Grantee, its successors and assigns, shall have no right to erect or construct a building, structure, fence, lampposts, or curbing of any kind or nature, or any other permanent structure in the Access Easement Area.

Reserving to the Grantors, its successors and assigns, the use and enjoyment of the Access Easement Area for all such purposes as will not unreasonably interfere with the perpetual use thereof by the Grantee, its successors and assigns, for the purposes herein mentioned.

All rights described above in this Easement Deed are only for the benefit of the Benefitted Land, and such rights may not be transferred to benefit land other than the Benefitted Land.

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 Benefitted Property:

1. Any utilities installed after the date hereof by or for the benefit of Grantee shall be for the sole benefit of the Benefitted Property, unless otherwise agreed in writing by Grantor.
2. Grantee shall not park or permit the parking of vehicles or storage of any kind within the Access Easement Area.
3. Grantee shall restore the surface of the Access 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.
4. Grantee shall enter upon the Access 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 Access 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.

5. 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 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.

6. Grantee shall keep the Access 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.

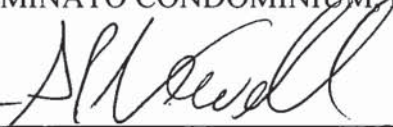
[signatures appear on following page]

IN WITNESS WHEREOF, the said Grantor and Grantee have through their authorized agents caused this instrument to be signed this 30<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Witness

M&D FEDERAL, LLC  
  
\_\_\_\_\_  
By: Manah Marks, its Manager

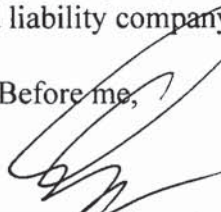
  
\_\_\_\_\_  
Witness

LUMINATO CONDOMINIUM, LLC  
  
\_\_\_\_\_  
By: \_\_\_\_\_, its Manager

STATE OF MAINE  
CUMBERLAND, SS.

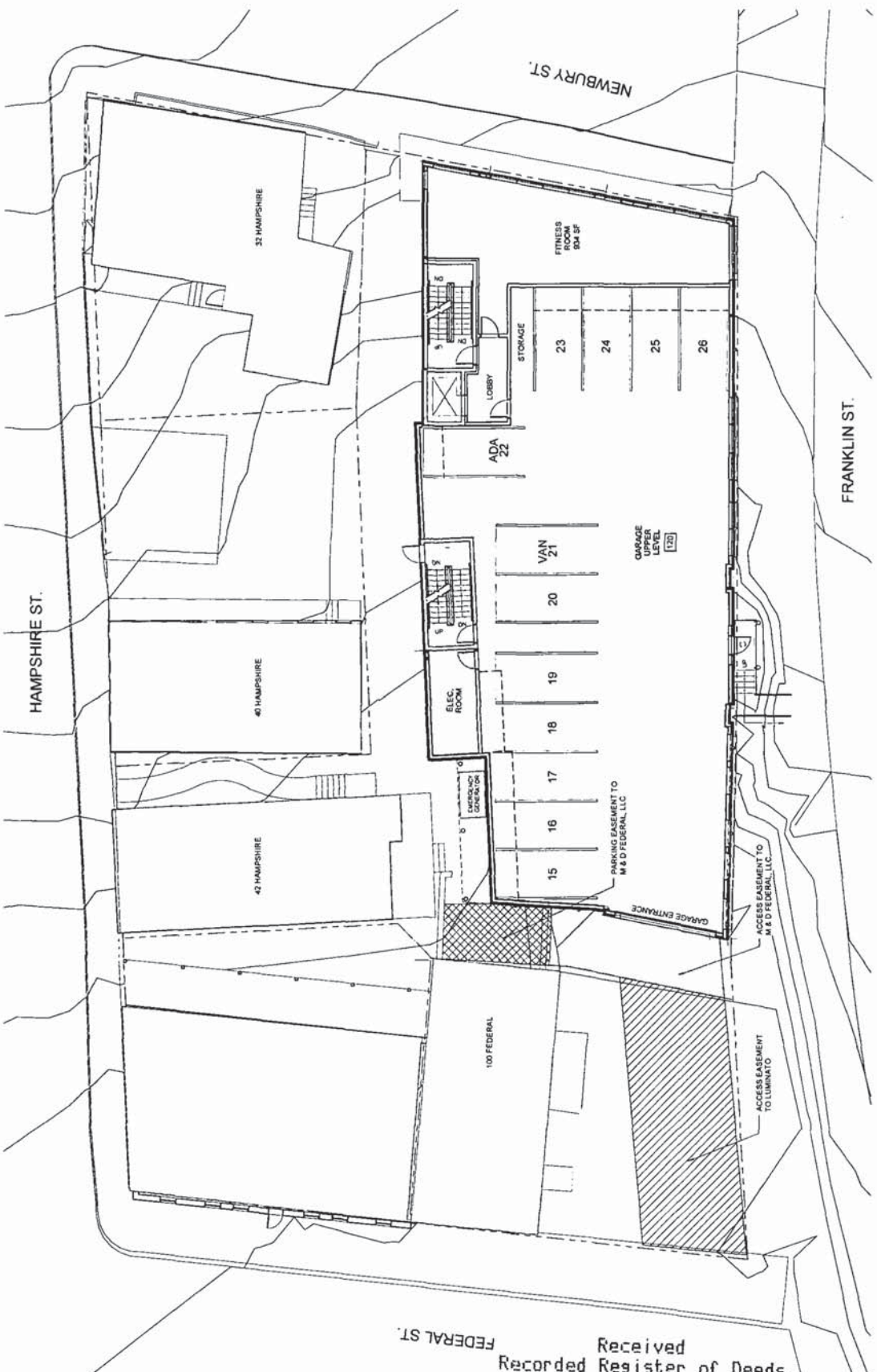
December 30, 2015

Personally appeared the above-named, Manah Marks, manager of M+D Federal, 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  
Drew A. Anderson  
\_\_\_\_\_  
Printed Name



APRIL 1, 2016  
A1.1A



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

# LUMINATO

Newbury Street Portland, Maine

Received  
Recorded Register of Deeds  
Apr 14, 2016 11:30:42A  
Cumberland County  
Nancy A. Lane