Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/11/16

1001640007677

SHORT FORM QUITCLAIM DEED WITH COVENANT

OOBLECK LLC, a Maine limited liability company having a mailing address of 100 Commercial Street, Box 411, Portland, Maine 04101, (the "Grantor"), FOR CONSIDERATION PAID, grants to **PHELPS CRAIG REAL ESTATE HOLDINGS LLC**, a Maine limited liability company, with a mailing address of 150 Garland Road, Rye, New Hampshire 03870 (the "Grantee"), with QUITCLAIM COVENANT, the following property located at or near 11 Brown Street, City of Portland, Cumberland County, Maine: **Unit No. 1A** of Eastman Block Condominium as described in the Eastman Block Condominium, Declaration of Condominium, dated May 23, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33131, Page 111, (the "Declaration"), and shown on the condominium plat entitled "Condominium Plat, Eastman Block Condominium" prepared by Owen Haskell, Inc., dated April 22, 2016, last revised May 18, 2016, and recorded in the said Registry of Deeds in Plan Book 216, Page 161 (the "Plat"), and the condominium plans entitled "Condominium Plans, Eastman Block Condominiums" prepared by Mark Mueller Architects, dated November 10, 2015, last revised May 18, 2016, and recorded in the said Registry of Deeds in Plan Book 216, Pages 162 and 163 (the "Plans").

Such Unit is conveyed to Grantee together with:

1. Its allocated undivided percentage interest in the Common Elements of the Condominium as set forth in the Declaration;

2. The exclusive appurtenant right to use the Limited Common Element of the dumpster in the rear of the parking area located adjacent to the building, all as shown on the Plat, subject to the restrictions and conditions in the Declaration and under the Maine Condominium Act; and

3. All rights and easements as described in the Declaration.

Said Unit is conveyed to Grantee subject to:

1. All easements, covenants, obligations and conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration.

2. The provisions of the Declaration and the Plat and Plans as the same may be amended or modified from time to time, which provisions, together with any amendments or modifications thereto, shall constitute covenants running with the land and shall bind any person or entity having at any time any interest or estate in the Unit.

3. Grantor's reserved special declarant rights under the Declaration.

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4. Any and all local, state or federal land use and zoning permits, approvals, orders regulations affecting the Eastman Block Condominium; and

5. All easements, covenants, restrictions and agreements of record as of the date hereof.

Also granting to Grantee an easement in gross, and not appurtenant to the Unit, in the two (2) parking spaces numbered P1 and P2, as depicted and labeled on the Plat, for the parking of passenger vehicles. The easement area is strictly limited to the parking spaces shown on the Plat, such that vehicles shall not occupy an area outside that shown on the Plat. The foregoing parking space easement shall be subject to the reasonable restrictions of the Eastman Block Condominium Association with respect to the removal of snow from said parking spaces and drive lanes and for maintenance and repair of the parking area. In addition, Grantee's rights to and use of said parking space easement shall at all times be subject to the terms and conditions of Section 4.3 of the Declaration, including the obligation to reimburse the Eastman Block Condominium Association for Grantee's prorata share of the total cost of the maintenance, improvements and removal of snow from said parking spaces, all as more particularly set forth and described in said Section 4.3 of the Declaration.

IN WITNESS WHEREOF, **OOBLECK LLC** has caused this instrument to be executed by Daniel B. Soley, its Manager, thereunto duly authorized, this 25th day of May, 2016.

WITNESS:

Name:

OOBLECK LLC

By:
Daniel B. Soley
Its Manager

State of New Hampshire
County of Rockingham, ss.

May 25, 2016

PERSONALLY APPEARED the above-named Daniel B. Soley, Manager of Oobleck LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

Notary Public
Print Name:
Commissions Expires:

JOHN K. BOSEN
MY COMMISSION EXPIRES DEC. 2, 2020
NOTARY PUBLIC
NEW HAMPSHIRE