

EASEMENT

WHEREAS, 35 PLEASANT STREET LLC, a Maine limited liability company (“Grantee”), owns certain property in the City of Portland, Cumberland County, Maine described in a deed from Richard K. Renner dated _____, 2015 and recorded in the Cumberland County Registry of Deeds in Book ___, Page ___ (the “LLC Property”);

WHEREAS, Grantee intends to develop portions of the LLC Property, which shall include the construction, use, maintenance and repair of buildings and other structures and related improvements (the “LLC Project”);

WHEREAS, J.B. BROWN & SONS, a Maine corporation (“Grantor”), owns certain property on or off of South Street in the City of Portland, Cumberland County, Maine, which is adjacent to the LLC Property and which is identified by the City of Portland Assessor as 039-F-021, as further shown on a plan entitled “Remaining Land of J.B. Brown & Sons 998 S.F. +/-” prepared by Owen Haskell, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 208, Page 152 (the “JB Brown Property”); and

WHEREAS, in connection with the LLC Project, Grantor desires to grant to Grantee certain easements for construction and maintenance over a six (6) foot wide portion of the JB Brown Property upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge,

J.B. BROWN & SONS, a Maine corporation, having an address and principal place of business in Portland, Maine, hereby GRANTS to 35 PLEASANT STREET LLC, a Maine limited liability company, with a mailing address of 56 Fox Lane, P.O. Box 275, Brooklin, Maine 04616, an easement over a six (6) foot wide portion of the JB Brown Property, for the following purposes:

Grantee may access and utilize the easement area for lay down, staging and other purposes solely related to construction, maintenance, repair or replacement of buildings and related improvements to be constructed on the LLC Property. Grantee shall not construct any permanent structures within the easement area. Grantee shall at all times keep the easement area in safe and clean condition; and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, or other debris, but shall keep the easement area free and clear of such refuse. Grantee shall restore the easement area following completion of construction of the LLC Project to substantially the same condition it was in prior to development.

The precise location of the six (6) foot wide easement area is shown on the sketch attached hereto as Exhibit A and incorporated herein.

Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all losses, claims, liabilities, actions, damages, expenses, and/or costs (including court costs and reasonable attorney fees) arising solely from Grantee's use and maintenance of the Easement Area.

This easement shall not prevent Grantor from developing, using, repairing and maintaining the JB Brown Property. If Grantor elects to develop the JB Brown Property and determines that this easement interferes with Grantor's use and enjoyment of the JB Brown Property, then the scope of this easement may be reduced or, if necessary, eliminated so that Grantor may enjoy the full use and benefit of the JB Brown Property. In the event that Grantor elects to develop the JB Brown Property, Grantor and Grantee hereby agree to negotiate in good faith a mutually acceptable maintenance agreement.

IN WITNESS WHEREOF, the said J.B. BROWN & SONS has caused this instrument to be duly executed as of the ____ day of _____, 2015.

WITNESS:

J.B. BROWN & SONS

By: _____

Print: _____

Its: _____

WITNESS:

35 PLEASANT STREET LLC

By: _____

Print: _____

Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND

Personally appeared the above-named _____, as _____ of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, before me this ____ day of _____, 2015.

Notary Public

Print Name: _____

My Commission Expires: _____