

WHEN RECORDED RETURN TO:

VERRILL DANA, LLP
One Portland Square
Portland, ME 04112-0586
Attention: David L. Galgay, Jr.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 20th day of May, 2014, by **J.B. BROWN & SONS**, a Maine corporation, having an office at 36 Danforth Street in Portland, Maine and a mailing address of P.O. Box 207, Portland, Maine 04112-0207 (hereinafter referred to as "**Grantor**"), and **321 COMMERCIAL STREET CONDOMINIUM OWNERS ASSOCIATION**, a Maine non-profit corporation, having a mailing address of 36 Danforth Street, Portland, Maine 04101 (hereinafter referred to as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land in the City of Portland, County of Cumberland and State of Maine, situated at the intersection of York Street and Maple Street (hereinafter referred to as the "**York Street Parcel**"); and

WHEREAS, Grantee is the condominium association of unit owners of the 321 Commercial Street Condominium situated on an adjacent parcel of land in the City of Portland, County of Cumberland and State of Maine, on the southerly side of the York Street Parcel and as shown on a certain "Condominium Plat of 321 Commercial Street Condominium" prepared by Opechee Construction Company, dated March 12, 2014, as revised through May 12, 2014, consisting of Sheet 1 of 1 (the "**Plat**"), and recorded in the Cumberland County Registry of Deeds in Plan Book 214, Page 163 (hereinafter referred to as the "**Condominium Parcel**"); and

WHEREAS, a portion of the Trash Service Area (as depicted on the Plat) for the said condominium encroaches into the York Street Parcel and the access for service vehicles Trash Service Area shall, from time to time, be from the York Street parcel; and

WHEREAS, Grantor and Grantee wish to make provisions for the Grantee's access to, and perpetual use of the Trash Service Area.

NOW THEREFORE, it is hereby agreed as follows:

1. Grantor hereby grants to Grantee, its successors and assigns the perpetual right, privilege and easement for the benefit of the condominium owners and their respective invitees, licensees, guests, employees, tenants and service vendors, at all times (the “**Easement Area**”):

(a) to locate the Trash Service Area (or “Refuse Area”) on that portion of the York Street Parcel as depicted on the Plat;

(b) to enter the Trash Service Area from the Condominium Parcel; and

(c) to pass and re-pass, by foot and service vehicle from the Maple Street entranceway over and across the York Street Parcel to the Trash Service Area.

(d) to pass and re-pass, by foot and service vehicle from the Maple Street entranceway over and across the York Street Parcel to the Condominium Parcel for service delivery.

The Easement Area shall be for purposes of ingress and egress by pedestrians or service vehicles and for the installation and maintenance of utilities, including cable and “utilities services” (as defined in 33 M.R.S.A. Section 458).

2. The Grantee shall be solely responsible for all costs, expenses, maintenance, repairs, insurance and other obligations associated with the Easement Area, including the Trash Service Area.

3. Grantor reserves the right to relocate the Easement Area upon reasonable notice to Grantee, provided that: (1) the new location is reasonably acceptable to Grantee; (2) Grantor grants Grantee an easement for the new location reasonably acceptable to Grantee; (3) Grantor obtains all authorizations required for installation of said new location; and (4) the relocation will not interfere with the easement rights granted herein.

4. Except when injury, loss or property damage are the result of intentional or negligent acts or omissions of the Grantor, its officers, employees or agents, the Grantee, its successors and assigns, covenant and agree, that Grantee will indemnify and hold the Grantor, its successors and assigns, harmless for any personal injury, loss of property or damages (including the cost of defending against any such claims or enforcing this indemnity, including reasonable attorneys’ fees) resulting from the Grantee’s use of Easement Area.

5. The easement rights, obligations and restrictions created hereby shall be rights, obligations and restrictions running with the land and shall be binding upon and inure to the benefit of the owner of York Street Parcel and the owners of the Condominium Parcel, and their respective heirs, successors and assigns.

6. This Agreement shall be governed by, interpreted under, and construed and enforced exclusively in accordance with the provisions hereof and the laws of the State of Maine.

Dated as of the date first above written.

J.B. BROWN & SONS

By: Vincent P. Veroneau
Vincent P. Veroneau
Its President

“Grantor”

**321 COMMERCIAL STREET
CONDOMINIUM OWNERS
ASSOCIATION**

By: Vincent P. Veroneau
Name: Vincent P. Veroneau
Title: President

“Grantee”

STATE OF MAINE
County of Cumberland, ss.

May 13, 2014

PERSONALLY APPEARED before me the above-named Vincent P. Veroneau, the President of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of J.B. Brown & Sons.

John A. Laplante
Notary Public / ~~Attorney at Law~~

SEAL

Print Name: _____

JOHN A. LAPLANTE

My commission expires ~~Notary~~ **Notary Public, Maine**

My Commission Expires November 26, 2018

STATE OF MAINE
County of Cumberland, ss.

May 13 2014

PERSONALLY APPEARED before me the above-named Vincent P. Veronea the President of 321 Commercial Street Condominium Owners Association, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of 321 Commercial Street Condominium Owners Association.

John A. Laplante
Notary Public / ~~Attorney-at-Law~~

Print Name: _____

JOHN A. LAPLANTE
My commission expires **Notary Public, Maine**

My Commission Expires November 26, 2018

SEAL

Received
Recorded Register of Deeds
May 20, 2014 02:14:35P
Cumberland County
Pamela E. Lovley