

**WHEN RECORDED RETURN TO:**

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

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**EASEMENT**

**J.B. BROWN & SONS**, a Maine corporation having a mailing address of 36 Danforth Street, P.O. Box 207, Portland, Maine 04412-0207 (the “**Grantor**”), for consideration paid, grants to the **CITY OF PORTLAND**, a Maine municipal corporation located in Cumberland County, State of Maine, having a mailing address of 389 Congress Street, Portland, Maine 04101 (the “**Grantee**”), a perpetual easement over that portion of the Grantor’s property located at or near 321 Commercial Street and the intersection of Maple Street and Commercial Street and depicted as Area “G” on a certain Subdivision Plat, Sheet 2 of 2, prepared by Opechee Construction Company dated October 22, 2013, approved by the City of Portland Planning Board on January 22, 2013, and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 89 for the purpose of establishing the public sidewalk for pedestrian travel on the sidewalks at and near the Easement Area situated partially in the Grantee’s right of way and partially on the Grantor’s property (the “**Easement Area**”). Meaning and intending that the Easement Area shall mean that portion of the sidewalk on Commercial Street and on Maple Street located on the Grantor’s property.

The Grantor and the Grantee, and their respective successors and assigns, hereby agree that the sidewalks within the Easement Area shall, for all purposes, be deemed public sidewalks available for pedestrian travel. 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 subject to and in no way waiving the immunities and limitations on damages provided to Grantee by the Maine Tort Claims Act, 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 as a public sidewalk. The indemnification obligation of Grantee described in this paragraph is not a waiver of the Grantee’s immunities or limitations on damages provided to Grantee under the Maine Tort Claims Act against claims made by claimants not a party to this Easement.

Nothing contained herein shall preclude Grantor from (1) constructing within the Easement Area, including without limitation, lighting fixtures, utilities, drainage lines, landscaping and similar improvements, and the use thereof or (2) using the surface and subsurface of the Easement Area for

other utility easements, so long as such construction and utility easements do not interfere with the easement rights herein granted.

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.

IN WITNESS WHEREOF, J. B. Brown & Sons has caused this instrument to be executed by Vincent P. Veroneau, its President, this 13 day of May, 2014.

WITNESS:

J. B. BROWN & SONS

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

For the purpose of agreeing to Grantee's obligations, covenants and agreements set forth above:

CITY OF PORTLAND, MAINE

By: Mark H. Rees  
Mark H. Rees, City Manager

APPROVED AS TO  
SCR  
CORPORATION COUNCIL

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

May 13, 2014

Then personally appeared the above-named Vincent P. Veroneau, President of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said J. B. Brown & Sons.

Before me,

Notary Public  
Attorney at Law

John A. Laplante

**JOHN A. LAPLANTE**  
Notary Public, Maine

My Commission Expires November 26, 2018

Print Name

5296755  
5303953

Received  
Recorded Register of Deeds  
May 19, 2014 03:08:31P  
Cumberland County  
Pamela E. Lovley

SEAL