

**EASEMENT DEED**

KNOW ALL MEN BY THESE PRESENTS, that **McCORMICK PLACE CONDOMINIUM ASSOCIATION**, a Maine non-profit corporation, whose mailing address is 33 Park Street, Portland, Maine 04101 (the "Grantor") for consideration paid, grants to **HARBORVIEW DEVELOPMENT, LLC**, a Maine limited liability company, with a mailing address of P.O. Box 8816, Portland, Maine 04104 (the "Grantee") a certain easement, described below:

Grantor is a condominium association formed pursuant to Declaration recorded at the Cumberland County Registry of Deeds in Book 21724, Page 155 (the "Property"). Grantee is an abutter to the northeast, owning land at 121-125 York Street, Portland as recorded at said Registry in Book 28330, Page 45.

Grantor hereby conveys to Grantee a grading easement for grading along the northwest boundary of Grantor's Property being a strip of land extending twenty (20') feet into Grantor's Property southwesterly from the common boundary (the "Easement Area"). The grading easement shall allow Grantee to grade the Easement Area in conformance with the C-2 Grading, Drainage, Erosion and Sedimentation Control Plan, dated March 19, 2012, prepared for Harborview Development, LLC, a copy of which is attached hereto as Exhibit A, and a magnified view of which is attached hereto as Exhibit B.

Grantor also hereby conveys to Grantee a construction easement for the temporary right to enter and travel over the same Easement Area, with equipment and materials as part of the construction project to occur on Grantee's adjoining premises. Upon completion of the project, the area affected will be graded, loamed and seeded. Grantee shall water and maintain the disturbed area until the replacement grass is established. This construction easement shall expire on April 30, 2013, except for the maintenance obligations of the Grantee.

These Easements are appurtenant to the above-described premises of the Grantee and shall run with the land and all obligations set forth hereunder will be binding upon the Grantor, Grantee and their successors and assigns.

Although Grantee is confident that the project will be completed by April 30, 2013 and does not anticipate the necessity of an extension, Grantor agrees that if an extension is requested by Grantee, the construction easement shall be extended to December 31, 2013 for the additional consideration of \$100.00. All other terms of this easement deed would be applicable to any extension.

Grantee shall have the right to remove any fencing between said properties and

caliper trees within such Easement Area, the species of which shall be mutually agreed upon.

Grantee shall enter upon the Easement Area and exercise its rights hereunder at its sole risk and hereby releases the Grantor from, and agrees to indemnify, defend and hold Grantor harmless from and against any losses, costs, claims, expenses and liabilities suffered by Grantor, on account of any injury to persons or damage to property (1) arising out of the exercise by Grantee of its rights hereunder; or (2) caused by the Grantee, or any agents, employees, invitees or contractors of Grantee while the Grantee, or any such agents, employees, invitees or contractors are on the Easement Area or are exercising the rights granted by this Agreement.

Grantee shall keep the Property free of any mechanics liens arising out of or relating to any work done in connection with or relating to Grantee's use of the Easement Area. 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, the 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 the Grantee shall reimburse the Grantor upon demand, including attorneys fees, costs and interest at the State judgment rate.

In the event of a disagreement concerning this Easement, binding arbitration will be required. If an arbitrator finds that arbitration was required because a party took a position that demonstrates they were not acting reasonably or in good faith, the arbitrator may award the prevailing party their fees and expenses, including attorney's fees, incurred pursuant to the arbitration action, otherwise, the fee shall be equally shared. The award of the arbitrator shall be enforceable by a court of competent jurisdiction.

At least four of the five McCormick Place Condominium Association unit owners voted in favor of granting the easement representing a minimum of 80% of the votes of the Association. Pursuant to Maine Condominium Act, Title 33 §1603-112, at least 80% of the votes of the association are required in order to alienate a common interest.

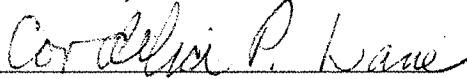
IN WITNESS WHEREOF, the said McCormick Place Condominium Association has caused this instrument to be executed by William C. R. Browne, its President, and the following Unit Owners, this \_\_\_ day of May, 2012.

McCormick Place Condominium Association

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: William C. R. Browne  
Its: President, Unit 2

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Cordelia P. Lane, Unit 1

replace it with a fence of equal or greater quality. Grantee shall also plant two, two (2") inch caliper trees within such Easement Area, the species of which shall be mutually agreed upon.


Grantee shall enter upon the Easement Area and exercise its rights hereunder at its sole risk and hereby releases the Grantor from, and agrees to indemnify, defend and hold Grantor harmless from and against any losses, costs, claims, expenses and liabilities suffered by Grantor, on account of any injury to persons or damage to property (1) arising out of the exercise by Grantee of its rights hereunder; or (2) caused by the Grantee, or any agents, employees, invitees or contractors of Grantee while the Grantee, or any such agents, employees, invitees or contractors are on the Easement Area or are exercising the rights granted by this Agreement.

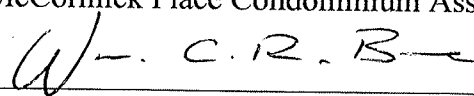
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IN WITNESS WHEREOF, the said McCormick Place Condominium Association has caused this instrument to be executed by William C. R. Browne, its President, and the following Unit Owners, this 10<sup>th</sup> day of May, 2012.

  
Witness

McCormick Place Condominium Association  
  
by: William C. R. Browne  
Its: President, Unit 2

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cordelia P. Lane, Unit 1

\_\_\_\_\_  
Witness

Martin T. McGee  
Martin T. McGee or Karen M. McGee, Unit 3

\_\_\_\_\_  
Witness

Lauren W. Blair  
Lauren W. Blair, Unit 4

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ricardo A. Munoz, Unit 5

STATE OF MAINE  
COUNTY OF CUMBERLAND

May 10  
~~April~~ \_\_\_\_\_, 2012

Then personally appeared William C. R. Browne, duly authorized President of the McCormick Place Condominium Association, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Thomas Jewell  
Notary Public/Attorney-at-Law

Thomas Jewell  
Printed Name of Notary or Attorney