

CONSTRUCTION EASEMENT
McCormick Place, 33 Park Street, Portland, Maine

KNOW ALL PERSONS BY THESE PRESENTS THAT **McCormick Place Condominium Association**, a Maine nonprofit corporation (“**Grantor**”), in consideration of One Dollar (\$1.00) and other valuable consideration paid by **133 York, LLC**, a Maine limited liability company (“**Grantee**”), the receipt whereof is hereby acknowledged, DOES HEREBY GIVE GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, its successors and assigns, certain easement rights being more particularly described as follows:

1. Burdened Parcel: The Burdened Parcel is that property owned by Grantor, located at 33 Park Street, Portland, Maine and further described in that certain Declaration of Condominium recorded in the Cumberland County Registry of Deeds in Book 21724, Page 155.
2. Benefited Parcel: The Benefited Parcel is that property owned by Grantee, located at 133 York Street, Portland, Maine and further described in a deed to Grantee recorded in said Registry in Book 30855, Page 70.
3. Easement Area. The Easement Area is that portion of the Burdened Parcel near the common boundary of the Burdened Parcel and the Benefited Parcel that is the minimum amount of land necessary to perform the Easement Rights described below.
4. Easement Rights: Grantee has the right to access the Easement Area to perform the following work and by accepting this Construction Easement agrees to perform such work:
 - a. Grantee shall install a temporary construction fence in the location and of the type specified in the Exhibit A attached hereto. Grantee shall remove the fence and restore the surface of the Easement Area to its prior condition when construction on Grantee’s parcel is complete.
 - b. Grantee may use that portion of the Easement Area that is east of the temporary fence as needed to facilitate construction activities on Grantee’s property except that Grantee shall not use any portion of the Easement area for long-term storage of any building materials, rubbish, debris or excavated materials.
 - c. Grantee shall remove the existing utility pole and install a new lightpole and light on Grantor’s property to illuminate Grantor’s parking area. Upon completion of the installation of the lightpole and light, Grantor shall bear responsibility for replacement of the light and its fixture.
 - d. Grantee shall plant two trees within Grantor’s property at locations approved by Grantor. The type and size of tree are set forth on the attached Exhibit A. After planting said trees, Grantee shall have no further obligation to water, maintain or replace said trees.
 - e. Grantee shall repair any damage caused to the grounds on Grantor’s parcel, including replacement or replanting of lawn, shrubs or other plants.
5. Replacement Parking. In conjunction with this easement, Grantee has paid Grantor an agreed-upon fee for providing off-site parking for Grantor’s residents during the period that Grantee is using the Easement Area. Grantor hereby acknowledges receipt of said fee.

6. This Construction Easement and any and all rights, title, and interest granted to Grantee hereunder shall terminate and be considered null and void and of no further force and effect at such time as the access and activities within the Temporary Access and Activities Easement area are completed.
7. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all claim, suit, demand, damage, loss, cost, or expense of any nature including, without limitation, reasonable attorney's fees, arising as a result of Grantee's use or enjoyment of the easement granted hereunder, including as a result of personal injury (including death) or property damage, arising as a result of use by Grantee, its agents, employees, contractors or other designees, of the Construction Easement.
8. The easement, rights and privileges granted herein are exclusive and the Grantor covenants that it will not convey any other conflicting easement or conflicting rights within the Easement Area covered by this grant.
9. This Agreement is intended to be governed by and construed under the laws of the State of Maine.
10. This Agreement is intended to be binding upon and inure to the benefit of the parties hereto, their heirs, legal representative, successors, and assigns.
11. This Agreement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned _____, the authorized President of McCormick Place Condominium Association, hereby set his/her hand and seal this _____ day of _____ 20____.

Signed, Sealed and Delivered
In the Presence of:

McCormick Place Condominium Association

Witness

By:
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_____, 20____

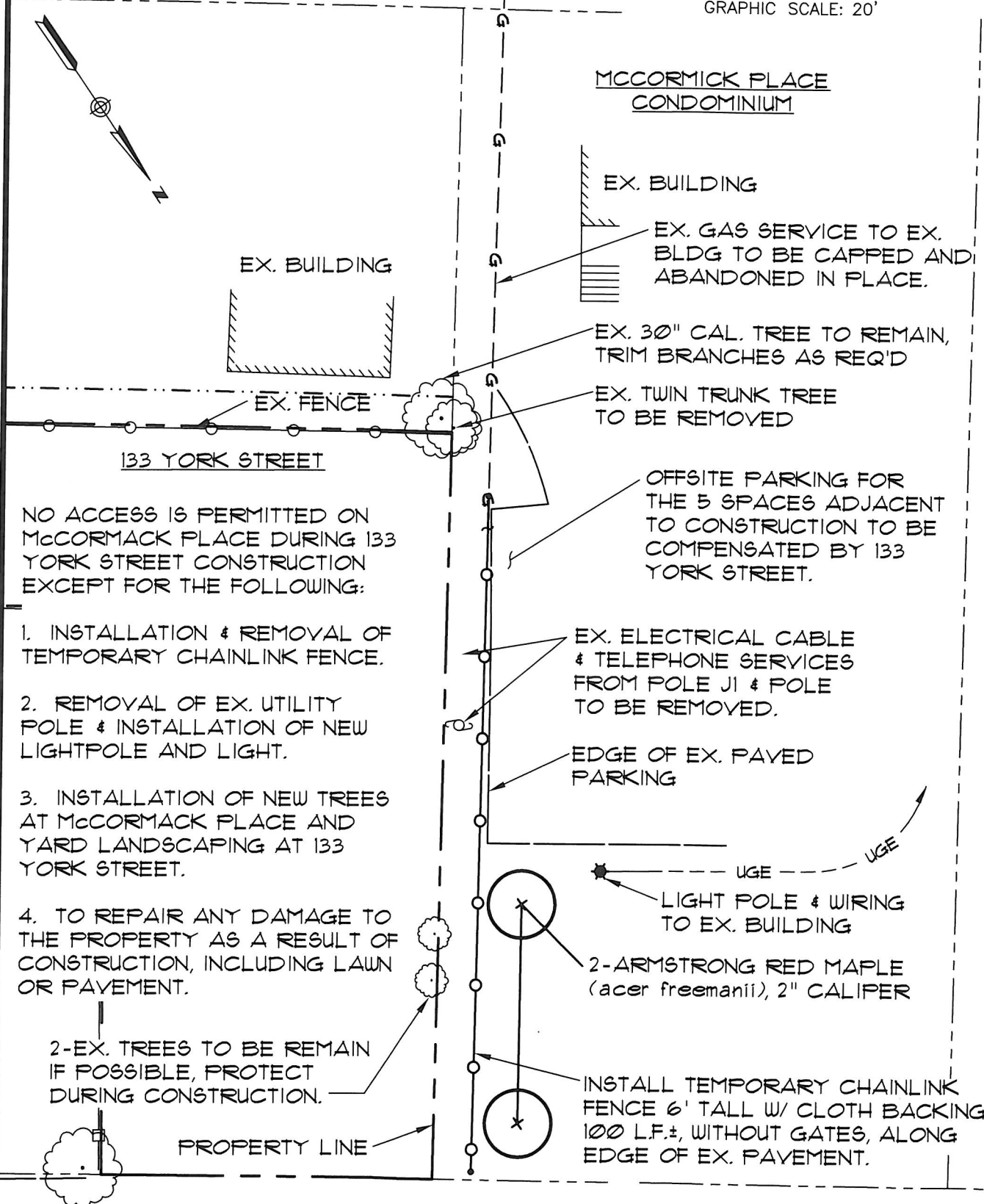
Personally appeared the above named _____, the President of said McCormick Place Condominium Association, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Attorney at Law
Printed Name:
My Commission Expires:



GRAPHIC SCALE: 20'



NO ACCESS IS PERMITTED ON MCCORMACK PLACE DURING 133 YORK STREET CONSTRUCTION EXCEPT FOR THE FOLLOWING:

1. INSTALLATION & REMOVAL OF TEMPORARY CHAINLINK FENCE.
2. REMOVAL OF EX. UTILITY POLE & INSTALLATION OF NEW LIGHTPOLE AND LIGHT.
3. INSTALLATION OF NEW TREES AT MCCORMACK PLACE AND YARD LANDSCAPING AT 133 YORK STREET.
4. TO REPAIR ANY DAMAGE TO THE PROPERTY AS A RESULT OF CONSTRUCTION, INCLUDING LAWN OR PAVEMENT.

2-EX. TREES TO BE REMAIN IF POSSIBLE, PROTECT DURING CONSTRUCTION.

PROPERTY LINE

OFFSITE PARKING FOR THE 5 SPACES ADJACENT TO CONSTRUCTION TO BE COMPENSATED BY 133 YORK STREET.

EX. ELECTRICAL CABLE & TELEPHONE SERVICES FROM POLE J1 & POLE TO BE REMOVED.

EDGE OF EX. PAVED PARKING

LIGHT POLE & WIRING TO EX. BUILDING

2-ARMSTRONG RED MAPLE (*acer freemanii*), 2" CALIPER

INSTALL TEMPORARY CHAINLINK FENCE 6' TALL W/ CLOTH BACKING, 100 LF.±, WITHOUT GATES, ALONG EDGE OF EX. PAVEMENT.

MCCORMACK PLACE CONSTRUCTION EASEMENT

133 YORK STREET
YORK STREET, PORTLAND MAINE

SCALE: AS SHOWN
DATE: DECEMBER 10, 2013