

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:

- I. 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. The Grantor and Grantee agree that this Easement Area extends approximately nine (9) feet from the common boundary of the Burdened and Benefited Parcels.
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 at approximately eight (8) feet from the common boundary of the Burdened and Benefited Parcels. Upon completion of construction of the foundation of the building on Grantee's property and restoration of the surface on Grantor's property, but no later than forty-five (45) days from commencement of construction, Grantee shall move the construction fence to the edge of the restored pavement on Grantor's property. 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 excavate on the Easement Area to provide a back-slope for construction of the foundation on Grantee's property. The excavation shall be approximately as shown on Section B-B of the attached exhibit. After completion of construction of the foundation, Grantee shall restore the excavated area to substantially the same condition and grade as that prior to the excavation.
 - c. 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.

- d. Grantee shall remove the existing utility pole and install a new light pole and light on Grantor's property to illuminate Grantor's parking area. This work shall be done at the same time as the resealing of the driveway and parking lot (pursuant to subsection g herein) so as to allow electrical lines to be placed under the parking lot. Upon completion of the installation of the light pole and light, Grantor shall bear responsibility for replacement of the light and its fixture.
 - e. Grantee shall plant eight (8) trees within Grantor's property at locations approved by Grantor. The type and size of tree are to be agreed upon by Grantor and Grantee prior to installation. After planting said trees, Grantee shall have no further obligation to water, maintain or replace said trees.
 - f. Grantee shall repair any damage caused to the grounds on Grantor's parcel, including replacement or replanting of lawn, shrubs or other plants.
 - g. Grantee shall provide at least 72-hours' written notice to Grantor before commencing work on any portion of 33 Park Street. The area of the easement may be used after the temporary fence has been put in place.
 - h. Upon completion of construction and removal of Grantee's construction fence, Grantee shall seal coat the entire parking lot and driveway on Grantor's property and shall paint parking lines and numbers in locations determined by Grantor.
5. Escrow for Completion. Grantee shall deposit with an escrow agent Twenty-Five Thousand Dollars (\$25,000.00) to assure its compliance its obligations hereunder. The escrow agent shall be an independent party mutually agreeable to Grantor and Grantee. The escrow agent shall release the escrowed funds to Grantee upon its completion of the work described herein.
 6. Replacement Parking. In conjunction with this easement, Grantee has paid Grantor Six Thousand Two Hundred Dollars (\$6,200.00) 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.
 7. Notice to Contractors. Grantee shall notify each of its contractors that the driveway and parking area on Grantor's property are not to be accessed or used for any purpose except as needed for the construction and removal of the temporary fence described in Section 4(a). Grantee shall be responsible for any costs or damages caused by its contractors in violation of such notice.
 8. 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.
 9. If Grantee violates any of the terms and conditions of this Construction Easement, exceeds the bounds of the Easement without express prior written approval by Grantor, or in the Grantor's judgment overburdens the Easement, Grantor, in its sole discretion may declare this Construction Easement null and void.
 10. 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.



10. 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.

11. This Agreement is intended to be governed by and construed under the laws of the State of Maine.

12. This Agreement is intended to be binding upon and inure to the benefit of the parties hereto, their heirs, legal representative, successors, and assigns.

13. 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 27 day of June 2014.

Signed, Sealed and
Delivered In the Presence
of:

McCormick Place Condominium
Association



Witness



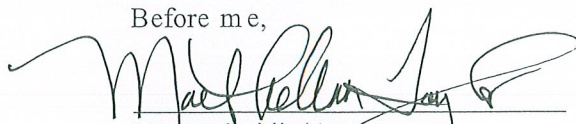
By: Erin M. Foley
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND,
ss.

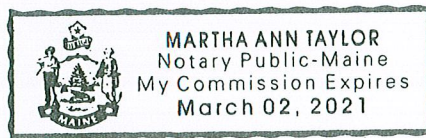
June 27, 2014

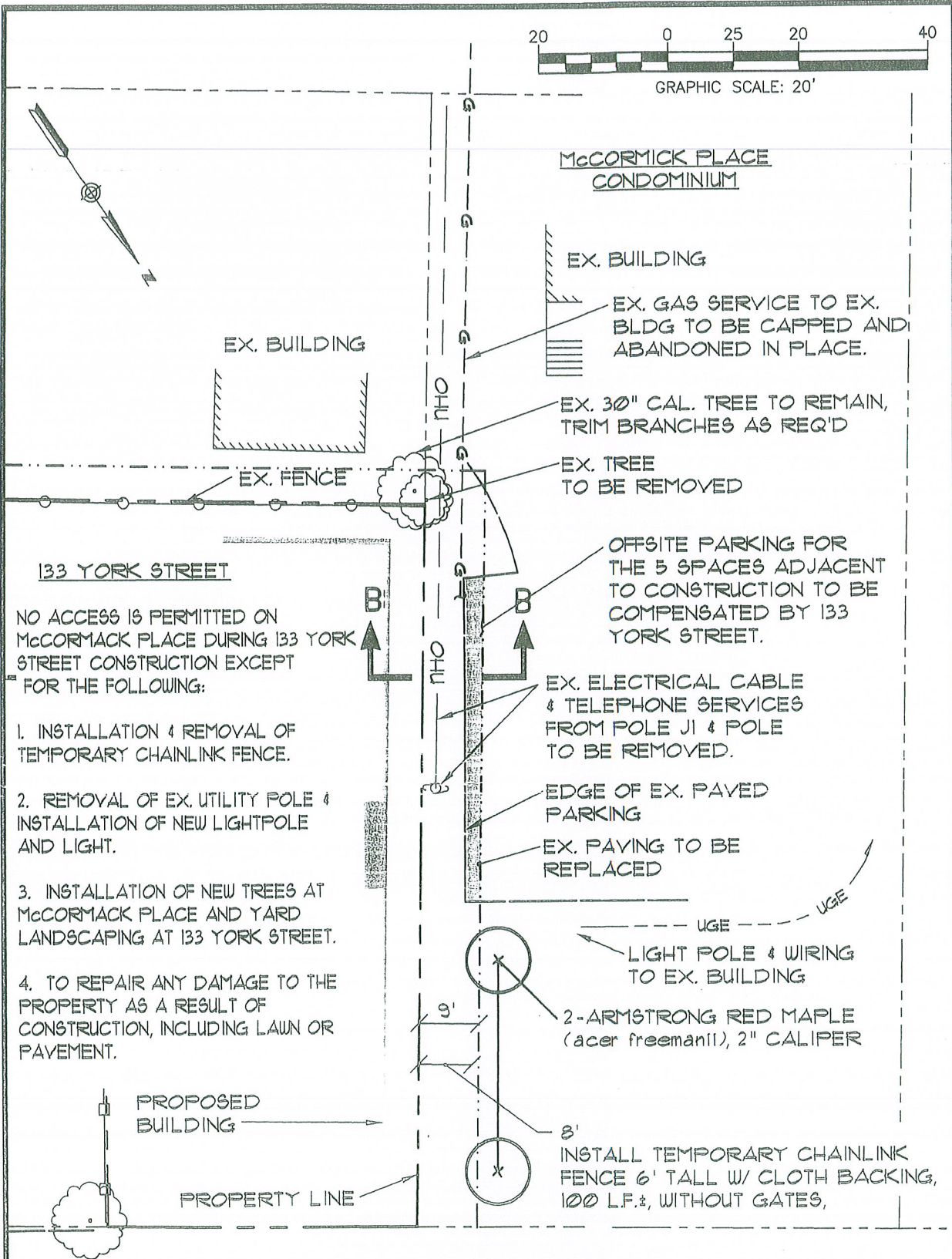
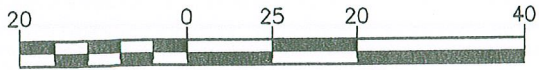
SEAL

Personally appeared the above named Erin M. Foley, 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:





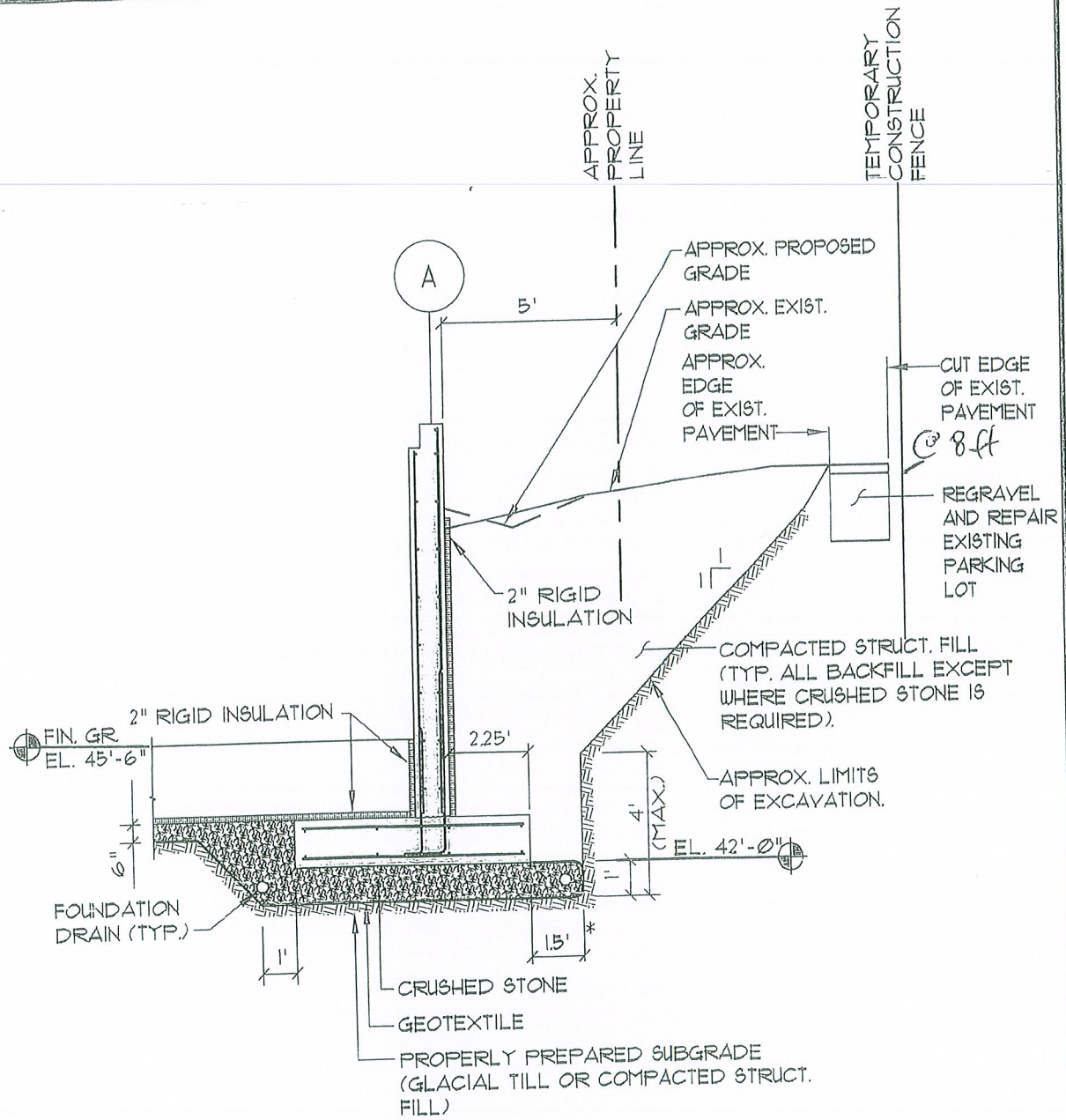
NO ACCESS IS PERMITTED ON McCORMICK PLACE DURING 133 YORK STREET CONSTRUCTION EXCEPT FOR THE FOLLOWING:

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 McCORMICK 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.

McCORMICK PLACE CONSTRUCTION EASEMENT

133 YORK STREET
YORK STREET, PORTLAND MAINE

SCALE: AS SHOWN
DATE: MAY 27, 2014



NORTH WALL

*MINIMUM, ADDITIONAL EXCAVATION MAY BE REQUIRED AT SOME LOCATIONS

SECTION B-B

N.T.S.

Received
 Recorded Register of Deeds
 Jun 27, 2014 03:36:37P
 Cumberland County
 Pamela E. Lovley

McCORMACK PLACE CONSTRUCTION EASEMENT

133 YORK STREET
 YORK STREET, PORTLAND MAINE

SCALE: AS SHOWN
 DATE: APRIL 3, 2014

emp

LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated as of ^{May} ~~January~~ 16, 2014 is by and between **HALLIE F. GILMAN and ANDREW E. FLINT**, individuals with a mailing address of 29 Park Street, Portland, Maine 04101 (hereinafter, "Flint") and **133 YORK, LLC**, with a mailing address of 110 Marginal way #292 (hereinafter, "133 York").
Portland, ME 04101

RECITALS

A. Flint owns a certain parcel of land located at 25 Park Street, Portland, Cumberland County, Maine (the "Flint Parcel"), which Flint acquired by a deed from Thomas F. Eismeier and Jill M. Rosenblum, dated December 31, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30265, Page 309.

B. 133 York owns a certain parcel of land located at 133 York Street, Portland, Cumberland County, Maine (the "133 York Parcel"), which 133 York acquired by a deed from Jeremy Benn, dated July 22, 2013 and recorded in said Registry of Deeds in Book 30855, Page 70. The 133 York Parcel is adjacent to the Flint Parcel.

C. 133 York plans to develop the 133 York Parcel and, as part of such development, requires the use of a 5 foot strip of the Flint Parcel along the boundary between the Flint Parcel and the 133 York Parcel, as depicted on Exhibit A, attached hereto and made a part hereof (the "License Area");

D. Flint is willing to grant a revocable license to 133 York with respect to the License Area, under the terms and conditions set forth below.

E. 133 York is willing to agree to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Flint and 133 York hereby agree to the following:

1. Grant of License. Flint hereby grants to 133 York a license, subject to the conditions and limitations set forth herein, to access and use the License Area for the facilitation of construction activities on the 133 York Parcel. 133 York's use of the License Area may include shoring up and/or removing the existing wood fence along the boundary between the Flint Parcel and the 133 York Parcel (the "Existing Fence"), but may not include use of the License Area for storage of any construction equipment, including scaffolding, building materials, rubbish, debris, or excavated materials. Limited excavation work is permitted along the area outlined in Exhibit B. Excavation of this area may only be done under human power with non-mechanized hand tools.

Fill used to replace excavated soil removed during excavation must be suitable top soil, loose and friable sandy loam or loam as defined by the USDA Soil Conservation Service classification system, free from admixture of subsoil, refuse, large stones, clods, roots, weeds, rhizomes or other undesirable foreign matter as determined by the inspecting authority. 133 York must submit reports of loam test results performed

(JB) [Signature] (HPG)

by an independent testing laboratory for topsoil prior to placing. All restored areas are to be seeded – or, in the case of the excavation in Exhibit B, a layer of gravel matching the existing gravel must be replaced – with permanent seed mixes. 133 York will also provide a chain of custody report tracing the origin of the loam.

2. License Fee. In consideration of the license granted herein, 133 York shall pay a \$13,500 license fee in the form of certified check or wire transfer to Flint upon execution of this agreement. In addition, upon execution of this agreement, 133 York shall pay a \$5,000.00 deposit in the form of certified check or wire transfer, to Flint to be held by Flint as security in the event the License Area is not restored to the conditions set forth in Section 3 below, or if 133 York otherwise fails to satisfy the conditions of this Agreement.
3. Termination of License. 133 York's rights pursuant to the license are non-assignable, and revocable by Flint upon 133 York's failure to comply with any terms and conditions of the Agreement with 14 days written notice to 133 York, and shall terminate upon the completion of construction activities at the 133 York Parcel or October 15, 2014, whichever is earlier. Upon revocation by Flint or termination pursuant to this Section 3, 133 York shall, at its sole cost and expense, promptly and without delay, cease all construction activities in the License Area and restore the License Area wherever disturbed, to the greatest extent practicable to the condition of said License Area before being disturbed, including the restoration of any lawn or landscaping, the re-grading of the land, and the removal of the Existing Fence and replacement of the Existing Fence with a new fence of the same style and height. 133 York hereby authorizes Flint to enter the 133 York property to the extent necessary to complete the restoration should 133 York fail to fulfill its restoration obligations under this paragraph, without limiting any remedies hereunder.
4. Temporary Construction Fence. 133 York hereby covenants and agrees to install a temporary construction fence, including a double sided fence screen and sediment barrier, along the southerly boundary of the License Area, as depicted on Exhibit A for the term of this License.
5. Liens. 133 York shall promptly pay when due the entire cost of any and all work done by 133 York, its agents and assigns, that affects the License Area and shall keep the Flint Parcel free of liens for labor or materials. Should mechanics', materialmen's or other liens be filed against the Flint Parcel by reason of the actions of or failure to act by 133 York, its agents or assigns, 133 York shall pay, bond or vacate such liens within ten (10) days of receiving actual notice of such liens. If such a lien or liens are not promptly paid or satisfied, Flint shall have the right, at his option, to pay such lien, and 133 York shall promptly reimburse Flint, upon demand, for such payment, together with expenses, charges, interest and attorneys fees incurred by Flint in connection with such lien or liens.
6. Environmental. 133 York shall not dispose of or otherwise discharge, and shall not permit any other person or entity to dispose of or otherwise discharge, any "hazardous substance" or "hazardous waste" (as those terms are used or otherwise defined in the Environmental Laws, as herein defined) in the License Area. 133 York shall

JB XOF HPL

promptly comply, at their sole cost and expense, with all applicable Environmental Laws (as herein defined) (including, without limitation, the reasonable out-of-pocket costs and expenses of the site investigations and of the removal and remediation of such hazardous substance or hazardous wastes). 133 York hereby agrees to defend, indemnify and hold Flint harmless from and against any and all claims, losses, liability, damages and expenses (including, without limitation, site investigation costs, removal and remediation costs and reasonable attorneys' fees and disbursements) arising out of or in connection with 133 York's failure to comply with the provisions of this Section and/or the contamination of the Flint Parcel. The term "Environmental Laws" shall mean all statutes, regulations, codes and ordinances of any federal, state or local governmental entity, authority, agency and/or department relating to (i) air emissions, (ii) water discharges, (iii) air, water or ground pollution or (iv) any other environmental or health matter, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and the regulations promulgated thereunder.

- 7. Indemnification. Entry upon the Flint Parcel by 133 York, or by its respective agents, contractors and permittees, shall be at their sole risk, and 133 York hereby indemnifies, releases and holds Flint harmless from and against any and all liability, loss, cost, damage or expense, including, without limitation, court costs and/or fees related to litigation or alternative dispute resolution and attorneys' fees, incurred by Flint as a result of, arising from, or in connection with, this License Agreement or 133 York's, or its agent's, contractor's, or assign's, use of the License Area, or as a result of 133 York's construction activities.

- 8. Insurance. As a condition to 133 York's exercise of its rights hereunder, 133 York shall obtain and keep in force a commercial general liability insurance policy with respect to the 133 York Parcel and the License Area, and the development and construction activities related thereto in such amounts as are commercially reasonable, which insurance shall name Flint, and, if required, Flint's mortgagee, and his and its respective successors and assigns, as additional insured and which shall provide for not less than 20 days notice to Flint, its successors and assigns, prior to any termination, expiration or modification of such coverage. 133 York shall deliver evidence of such insurance to Flint within 10 days of this Agreement, and shall not enter the Flint Parcel until and unless said evidence of insurance has been provided to Flint.

- 9. Miscellaneous. This Revocable License Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine and shall be binding upon and shall inure to the benefit of the parties hereto. This License may be executed in any number of counterparts and, upon execution by the parties, each executed counterpart shall have the same force and effect as an original instrument and as if the parties had signed the same instrument.

JB [Signature] HFG

IN WITNESS WHEREOF, this Revocable License Agreement has been executed by the parties to be effective as of the date set forth in the first paragraph hereof.

WITNESS:

Valerie E. Barr

H. Gilman
Hallie F. Gilman

Andrew E. Flint
Andrew E. Flint

WITNESS:

Valerie E. Barr

133 YORK, LLC, a Maine limited liability company

By: J. J. ?
Name: Jeremy Benn
Its: member, 133 York LLC

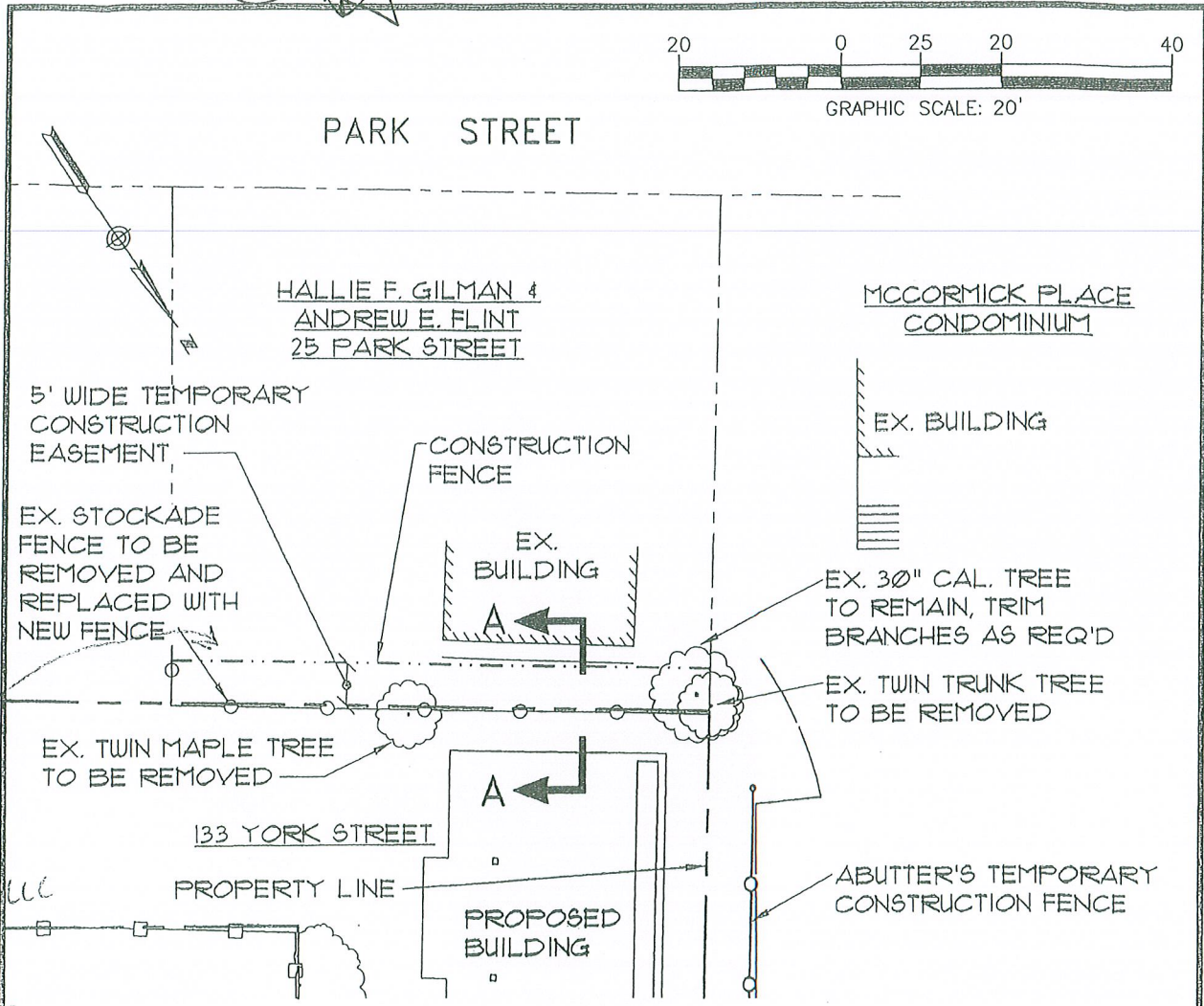
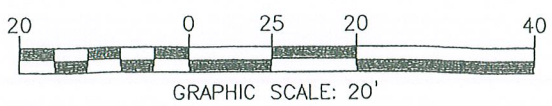
*State of Maine/Cumberland County ss:
Personally appeared the above named Hallie Gilman and
Andrew Flint, and acknowledged the foregoing instrument
to be a free action deed.*

*Darrell E. Gill
5/16/2014*

DARRELL E. GILL
Notary Public, Maine
My Commission Expires July 1, 2020

SEAL

(JB) ~~JB~~ (HFG)



temporary construction fence to be installed by 133 York LLC

(JB) ~~12/1~~
(HFG)

NO CONSTRUCTION ACCESS IS PERMITTED ON 25 PARK STREET DURING 133 YORK STREET CONSTRUCTION EXCEPT FOR THE FOLLOWING:

1. PRIOR TO ANY CONSTRUCTION THE TEMPORARY CONSTRUCTION FENCE WILL BE INSTALLED.
2. REMOVAL OF THE TEMPORARY CONSTRUCTION FENCE AND BRACING ONCE THE EXTERIOR BUILDING CONSTRUCTION IS COMPLETE AND THE NEW FENCE IS READY TO BE INSTALLED.
3. INSTALLATION, BY THE DEVELOPER, OF A NEW FENCE OF THE SAME STYLE AND HEIGHT. NEW FENCE INSTALLATION IS TO OCCUR NO LATER THAN OCTOBER 15, 2014.
4. TO REPAIR ANY DAMAGE TO THE PROPERTY AS A RESULT OF CONSTRUCTION, INCLUDING LAWN OR PLANTINGS.

(JB) ~~12/1~~
License Area

25 PARK STREET CONSTRUCTION EASEMENT

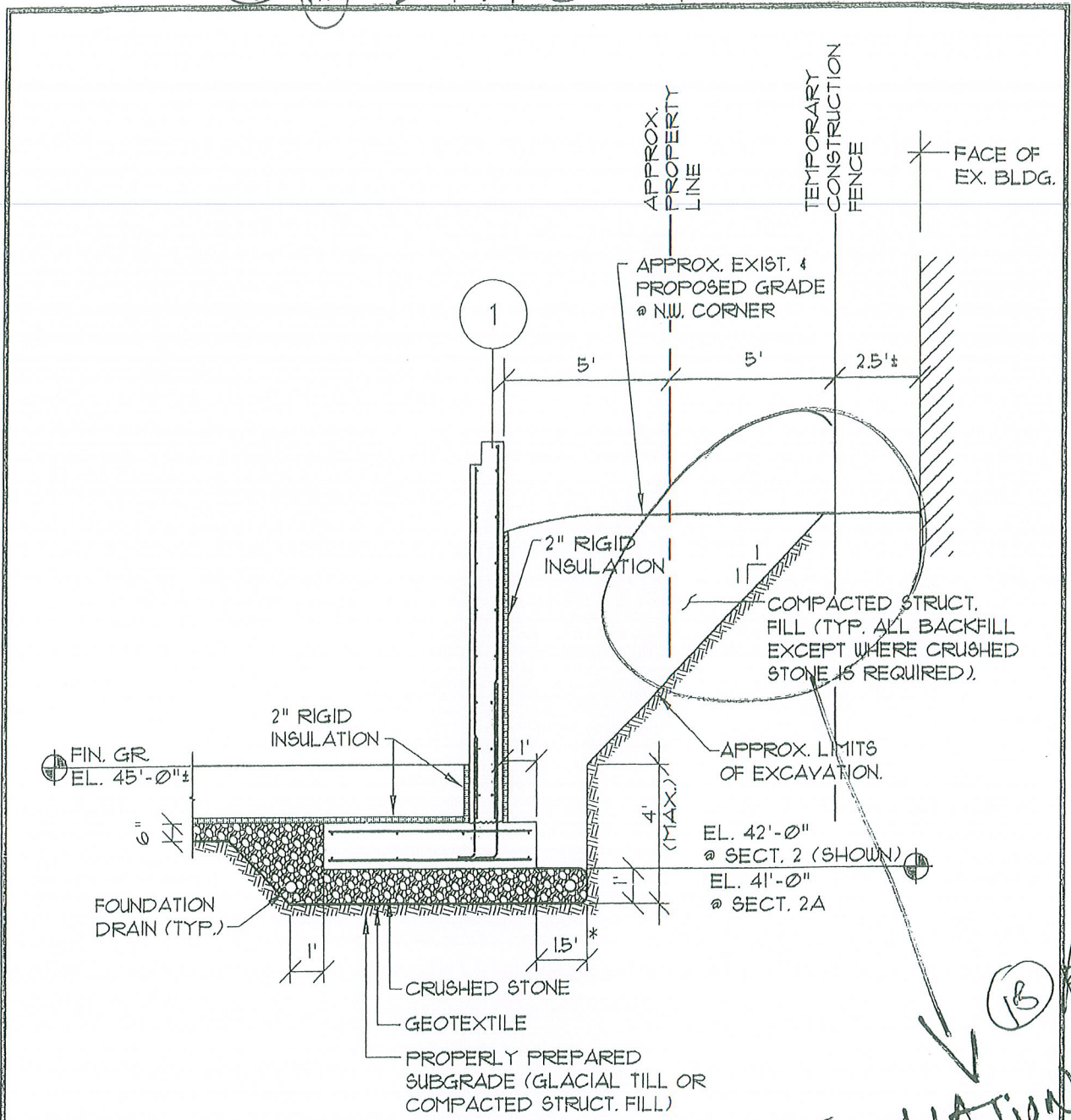
133 YORK STREET
YORK STREET, PORTLAND MAINE

SCALE: AS SHOWN
DATE: APRIL 3, 2014

(HFG) (JB) ~~12/1~~

JS MKG

EXHIBIT B



Received
 Recorded Register of Deeds
 Jun 27, 2014 03:38:24P
 Cumberland County
 Pamela E. Lovley

WEST WALL
 *MINIMUM, ADDITIONAL EXCAVATION MAY BE REQUIRED AT SOME LOCATIONS

SECTION A-A
 N.T.S.

License Area

25 PARK STREET CONSTRUCTION EASEMENT

133 YORK STREET
 YORK STREET, PORTLAND MAINE

SCALE: AS SHOWN
 DATE: APRIL 3, 2014

EXCAVATION PERMITTED FROM MARKER AT NORTHWEST CORNER 30' ALONG THE WESTERLY PROPERTY LINE OF FLINT ONLY.

13 MKG

CONSTRUCTION AND LANDSCAPE SUPPORT EASEMENT

Harborview Flats Condominium

127 York Street, Portland, Maine

KNOW ALL PERSONS BY THESE PRESENTS THAT **Harborview Flats 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 127 York Street, Portland, Maine and further described in that certain Declaration of Condominium recorded in the Cumberland County Registry of Deeds in Book 28822, Page 1.
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 and fence thereon 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. The approximate location of the easement area is shown on Exhibit A attached hereto.
4. **Easement Rights:**
 - a. 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. Grantee shall construct and supplement Grantor’s existing fence in the location of the Privacy Fence shown on Exhibit A. The additional fencing shall be of the same style and materials as the existing fence.
 - b. Shrubs and vines planted on Grantee’s property may use and attach to the Privacy Fence for support and to facilitate vertical growth of the plants. Grantee shall repair any damage caused to Grantor’s fence by any such use.
5. **Privacy Fence Maintenance.** Grantor, its successors and assigns, shall maintain, repair and replace the Privacy Fence, unless and until the Grantee and Grantor mutually agree in writing to terminate or modify this Agreement. Grantor shall provide advance written notice to Grantee of any such work and in the event the Grantee disputes the need for such work and such dispute cannot be resolved through negotiation or mediation, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association to take place in Portland, Maine, or such other location as the parties may agree. The costs of arbitration shall be equally shared, unless the Arbitrator finds that one of the parties failed to act reasonably or in good faith, in which case, the Arbitrator may award costs, including attorney fees, to the prevailing party. The Grantee shall reimburse Grantor for one-half of the costs of maintaining, repairing and replacing the Privacy Fence. Grantor shall provide written notice to Grantee of such costs and if the Grantee fails to pay to Grantor the funds due Grantor within sixty (60) days of the date of such notice, the Grantor may take all necessary steps to collect such money and the cost of such collection, including reasonable attorney’s fees and costs, and interest from the date of billing at the rate of 18%, shall be paid by the Grantee, and a lien may be placed upon its premises. Any notice required by this paragraph shall be sent by pre-paid, certified mail or similar delivery service providing delivery confirmation. The notice date shall be the date of delivery confirmation. Any notice sent shall be sent to the address of the addressee’s President, if any, as set forth in the

records of the Maine Secretary of State with a copy to the Grantor's clerk or registered agent of record.

- 6. 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.
- 7. 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.
- 8. This Agreement is intended to be governed by and construed under the laws of the State of Maine.
- 9. This Agreement is intended to be binding upon and inure to the benefit of the parties hereto, their heirs, legal representative, successors, and assigns.
- 10. 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 WILLIAM E MITCHELL the authorized President of Harborview Flats Condominium Association, hereby set his/her hand and seal this 8th day of APRIL 2014.

Signed, Sealed and Delivered 2014
In the Presence of:

[Signature]

Witness

Harborview Flats Condominium Association

[Signature]

By: WILLIAM E MITCHELL
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

4-8, 2014

Personally appeared the above named WILLIAM E MITCHELL the President of said Harborview Flats Condominium Association, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,
[Signature]

Notary Public/Attorney at Law

Printed Name:

My Commission Expires:

SEAL

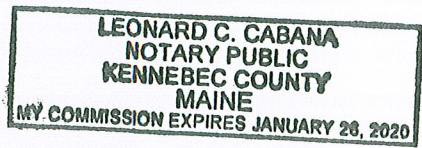
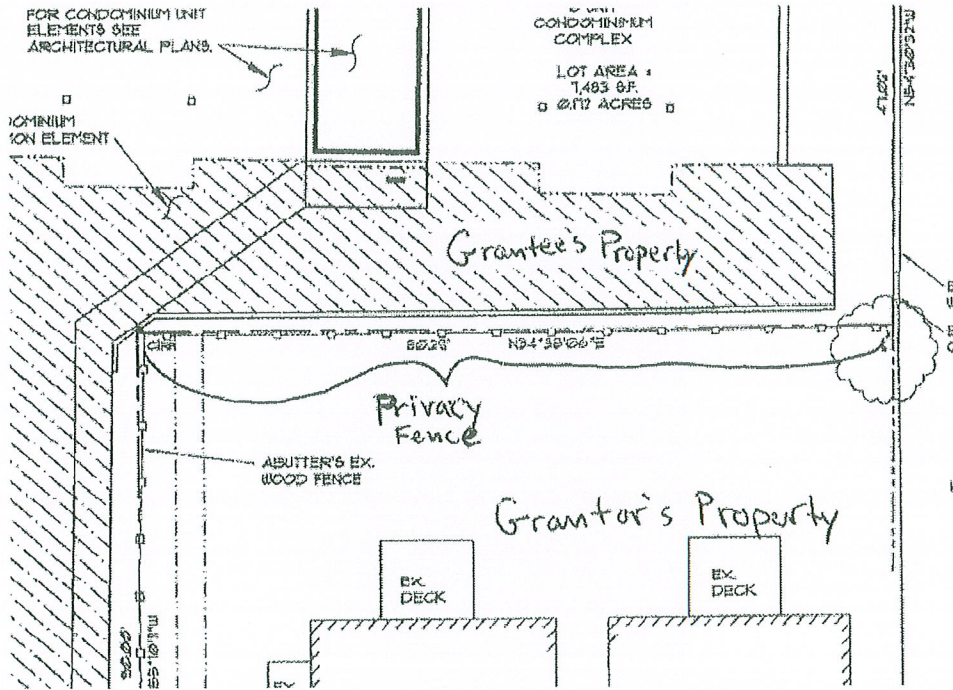
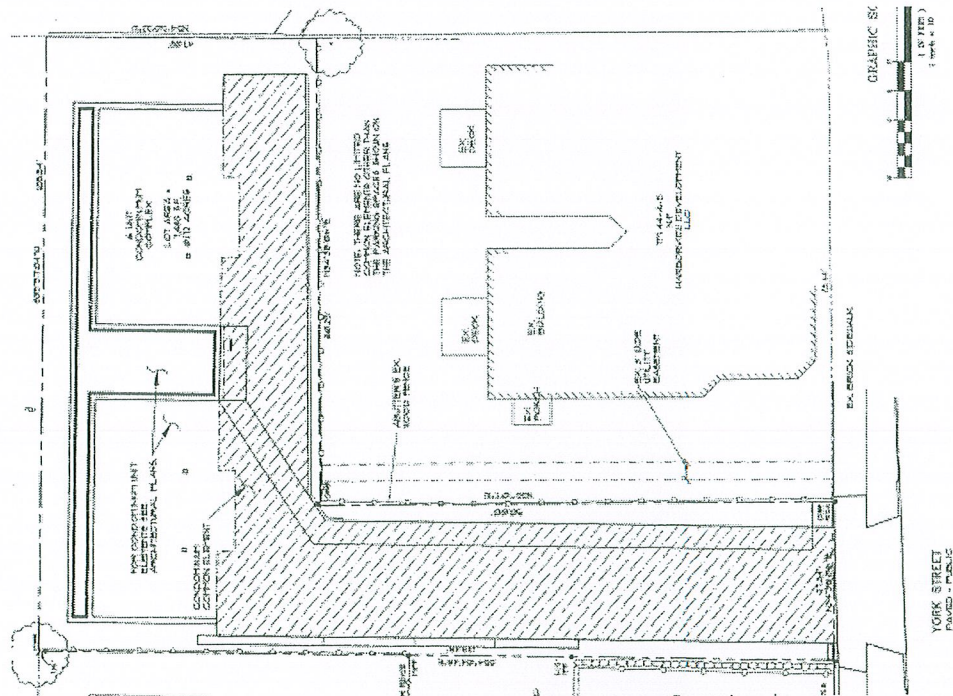


Exhibit A

Easement Area is the area on Grantor's property and immediately adjacent to the Privacy Fence.



Property Locus:



Received
Recorded Register of Deeds
Jun 27, 2014 03:39:13P
Cumberland County
Pamela E. Lovley