

CONSTRUCTION EASEMENT
25 Park Street, Portland, Maine

KNOW ALL PERSONS BY THESE PRESENTS THAT **Hallie F. Gilman and Andrew E. Flint** (“Grantors”), in consideration of One Dollar (\$1.00) and other valuable consideration paid by **133 York, LLC** (“Grantee”), the receipt whereof is hereby acknowledged, DO 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 Grantors, located at 25 Park Street, Portland, Maine and further described in a deed to Grantors recorded in the Cumberland County Registry of Deeds in Book 30265, Page 309.
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 a strip of land five feet wide along the common boundary of the Burdened Parcel and the Benefited Parcel and more specifically shown on the attached Exhibit A.
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 shore up the existing wood fence on the common boundary line until the fence is replaced with a new fence. Sections of the existing fence may be removed temporarily to allow construction on the Benefited Parcel.
 - b. Subject to the requirement to maintain the fence as set forth above, Grantee may use the Easement Area as needed to facilitate construction activities on Grantee’s property except that Grantee shall not use the Easement Area for storage of any building materials, rubbish, debris or excavated materials.
 - c. Grantee shall remove the trees identified for removal on the attached Exhibit A.
 - d. After Grantee completes construction of the building on its property, Grantee shall remove the existing fence and install a new fence of the same style and height. The new fence shall be installed no later than October 15, 2014.
 - 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. 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.
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 Hallie F. Gilman and Andrew E. Flint hereby set their hands and seals this _____ day of _____ 20____.

Signed, Sealed and Delivered
In the Presence of:

Witness

Hallie F. Gilman

Witness

Andrew E. Flint

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_____, 20____

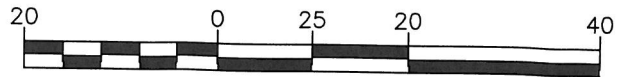
Personally appeared the above named Hallie F. Gilman and Andrew E. Flint and acknowledged the foregoing instrument to be their free act and deed.

Before me,

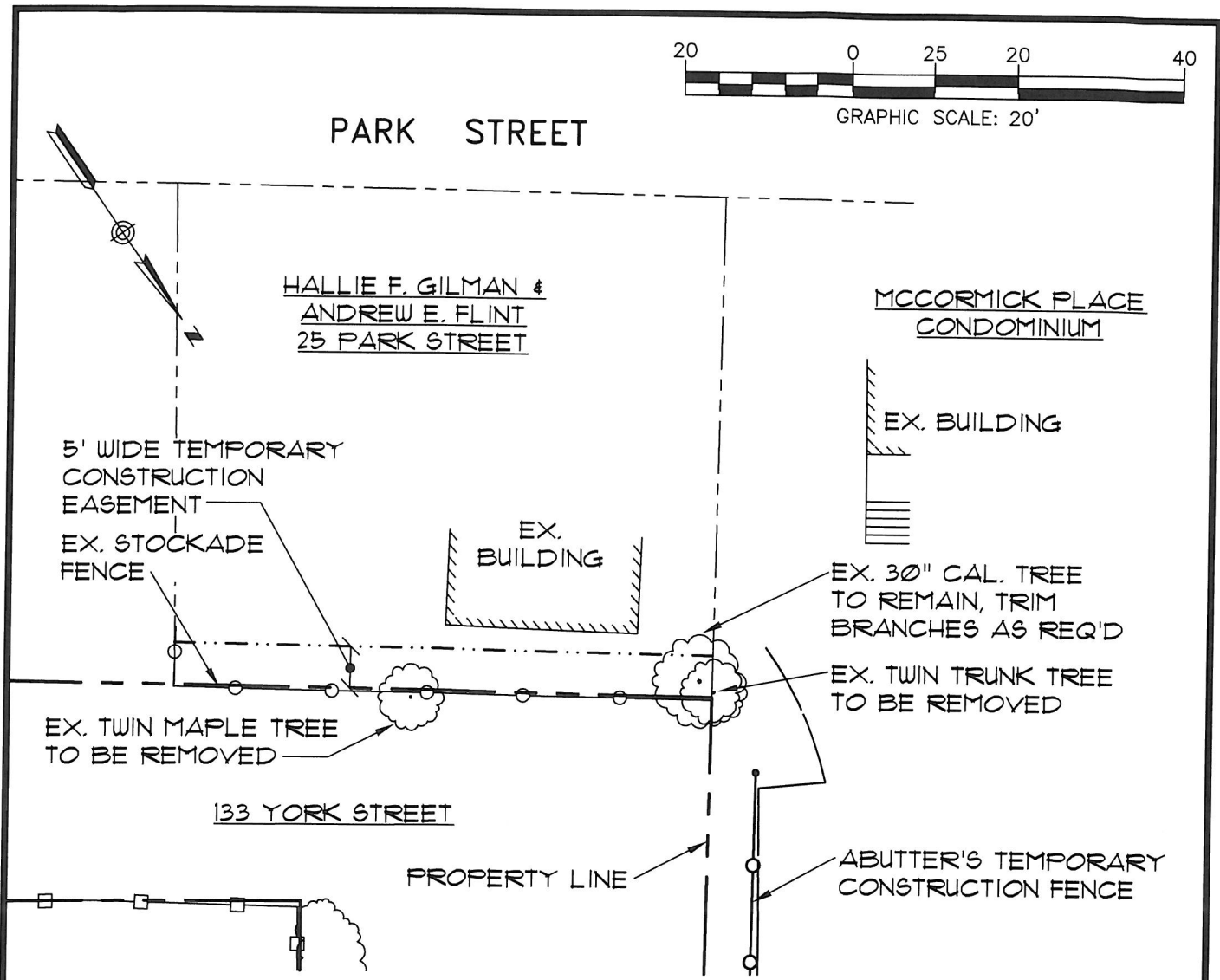
Notary Public/Attorney at Law

Printed Name:

My Commission Expires:



GRAPHIC SCALE: 20'



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

1. SHORING OF EXISTING WOOD FENCE. THE EXISTING FENCE IS IN POOR CONDITION. IT IS TO BE MAINTAINED THROUGH CONSTRUCTION WITH TEMPORARY BRACING. SECTIONS OF THE FENCE MAY BE REMOVED TO ALLOW CONSTRUCTION OF CERTAIN ITEMS SUCH AS THE PROPOSED RETAINING WALL, BUILDING FOUNDATION OR REMOVAL OF TREES.
2. REMOVAL OF THE 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.

25 PARK STREET CONSTRUCTION EASEMENT

133 YORK STREET
YORK STREET, PORTLAND MAINE

SCALE: AS SHOWN
DATE: DECEMBER 18, 2013