

**EASEMENT DEED  
(Well and Waterline)**

**KNOW ALL MEN BY THESE PRESENTS** that **Jeffrey M. Small** of Portland, Maine; **Susan S. Small** of Portland, Maine; and **Ellen B. Stanley** of Portland, Maine in consideration paid grant to **Jeffrey M. Small, Susan S. Small** and **Ellen B. Stanley** with quitclaim covenant a perpetual easement, for the purposes hereinafter described, over, under, along and through so much of Grantor's land described in deeds recorded in Volume 14443, Page 170 and Volume 20964 Page 310 of the Cumberland County Registry of Deeds as is particularly bounded and described as follows:

An easement over a certain lot or parcel of land located on the westerly sideline of Mayfield Street, in the City of Portland, County of Cumberland, State of Maine, with reference to "Boundary Survey of Small Property" by Spurwink Surveying LLC, dated January 30, 2013. Said easement being more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Mayfield Street at the most southeasterly corner of parcel 1 of land now or formerly of Jeffrey M. Small (Susan S. Small, et al.), as recorded in Deed Book 20964, Page 310 Cumberland County Registry of Deeds (CCRD), said point also being the most northeasterly corner of parcel 2 as described in said deed:

THENCE N 66°38'15" W by and along the common line of parcel 1 and parcel 2, as described in the above referenced deed, a distance of 31.88 feet to a point:

THENCE N 53°18'03" E over and across parcel 1 a distance of 59.97 feet to a point on the westerly right-of-way line of Mayfield Street;

THENCE S 21°12'48" W by and along the westerly right-of-way line of Mayfield Street a distance of 52.00 feet to THE POINT OF BEGINNING;

The above described easement containing 828 square feet.

Grantees and their heirs, successors and assigns are hereby granted the right to access water and other utilities in such amounts and manners as Grantees shall deem sufficient from the Easement Area and to maintain, repair and replace said utilities and to install, maintain, repair and replace pumps, pipes, conduits and all necessary appurtenances thereto within the easement area Grantees shall deem necessary for the purpose of transmission of water and other utilities to the land of Grantees.

Grantors and Grantees acknowledge that the rights and easement herein provided are granted as appurtenant to and for the benefit of said land of Grantees only and not for any other land.

Grantors and Grantees further acknowledge that the rights and easement herein provided are expressly subject to the following:

a) Grantors shall not install and/or construct within the Easement Area any improvements which shall interfere with Grantees' rights hereunder.

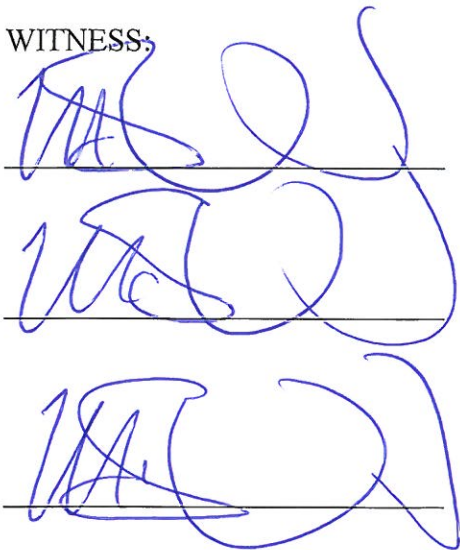
b) By accepting and recording this instrument, Grantees (i) agree that this easement and the rights granted hereunder shall be constructed and maintained, to the greatest extent practicable, so as not to interfere with the use of the Easement Area by Grantors, (ii) that Grantees shall restore the surface of the Easement Area wherever disturbed by Grantees, in the exercise of its rights hereunder, as closely as reasonably practicable to the condition of such surface before being disturbed, and (iii) that the equipment existing under and across the Easement Area pursuant to this Easement shall remain the property of Grantees and that Grantees shall pay all taxes assessed thereon, if any.

c) Grantees agree to indemnify, defend (with counsel acceptable to Grantors) and hold Grantors harmless from and against any and all losses, costs, claims, expenses and liabilities suffered by Grantors on account of any injury to persons or damage to property caused by Grantees, or any agents, employees, or contractors of Grantees, while Grantees, or any agents, employees, or contractors of Grantees, are on the Easement Area pursuant to the rights granted by this easement.

This instrument shall be binding upon, and inure to the benefit of, Grantors and Grantees, and their respective heirs, successors and assigns from time to time of all or any portion of either or both of the benefited and servient estates or any portion or portions thereof, however such estates may hereafter be divided or combined, and shall be covenants running with the land.

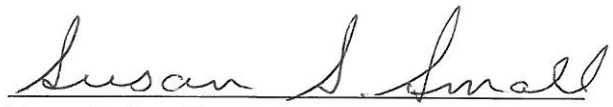
EXECUTED at South Portland, Maine this 23<sup>rd</sup> day of September, 2013.

WITNESS:

  
Three blue ink witness signatures, each written over a horizontal line.

GRANTOR:

  
Jeffrey M. Small

  
Susan S. Small

  
Ellen B. Stanley

WITNESS:

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

GRANTEE:

[Handwritten Signature]  
Jeffrey M. Small

[Handwritten Signature]  
Susan S. Small

[Handwritten Signature]  
Ellen B. Stanley

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS:

September 23, 2013

Then personally appeared the above named Jeffrey M. Small, Susan S. Small Ellen B. Stanley and acknowledged the foregoing instrument to be their free act and deed, before me,

[Handwritten Signature]

Notary Public/Attorney-at-Law

print name \_\_\_\_\_

my comm. exp. \_\_\_\_\_

**PATRICIA V. JULIANO**  
Notary Public, Maine  
My Commission Expires August 3, 2014