

DRAINAGE IMPROVEMENTS
AND TEMPORARY CONSTRUCTION EASEMENT

KATHARINE R. IRELAND and JUSTIN S. JOHNSON of Portland, Maine, their successors and assigns (together, “Grantor”), for good and valuable consideration, hereby grant to **THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE** (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine and having a mailing address of 57 Ashmont Street, Portland, Maine 04103, its successors and assigns, the following rights and easements in, on, over and to that portion of Grantor’s land described in deed from Erin Associates, LLC to Grantor herein dated October 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26430, Page 234, such portion being more particularly depicted on Exhibit A attached hereto and made a part hereof by reference (the “Easement Area”):

1. Drainage Improvements. A temporary easement for the purposes of (i) grading the Easement Area; (ii) installing a new section or sections of stormwater piping on or about the Easement Area; (iii) altering or extending the existing stormwater catch basin located on the Easement Area; and (iv) adjusting the alignment of any existing piping extending the catch basin (the “Drainage Improvements”); provided, however, that upon Grantee’s completion of the Drainage Improvements, Grantee shall restore the surface of the Easement Area as near as reasonably possible to its condition prior to the commencement of said Drainage Improvements. Grantee shall bear all costs and expenses relating to the easement rights granted herein and Grantor hereby consents to Grantee’s construction of the Drainage Improvements.

2. Temporary Construction Easement. A temporary construction easement for the purpose of constructing the Drainage Improvements on the Easement Area, together with the right of Grantor or its agents to enter the Easement Area and to cross such other property of Grantor as necessary for access to and egress from the Easement Area on weekdays between 6:00 a.m. and 3:00 p.m. with such workers, vehicles and construction equipment as Grantee deems reasonably necessary to complete the Drainage Improvements described herein.

When exercising its rights under this easement, Grantee shall complete construction within one hundred twenty (120) days of commencement of construction. Upon Grantee’s completion of construction, Grantor shall thereafter be responsible for all repairs to, and maintenance of, the Drainage Improvements and Easement Area.

For so long as the foregoing easements are in effect, Grantee shall maintain liability insurance in the sum of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, insuring against the actions of Grantee and its agents and naming Grantor as a certificate holder.

Grantor reserves to itself, its successors and assigns the right to use and enjoy the larger parcel of which the Easement Area is a part, provided that such use and enjoyment shall not interfere with the rights and easements granted to Grantee herein.

WITNESS our hands and seals this _____ day of _____, 2015.

WITNESS:

Print name:

Katharine R. Ireland

Print name:

Justin S. Johnson

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2015

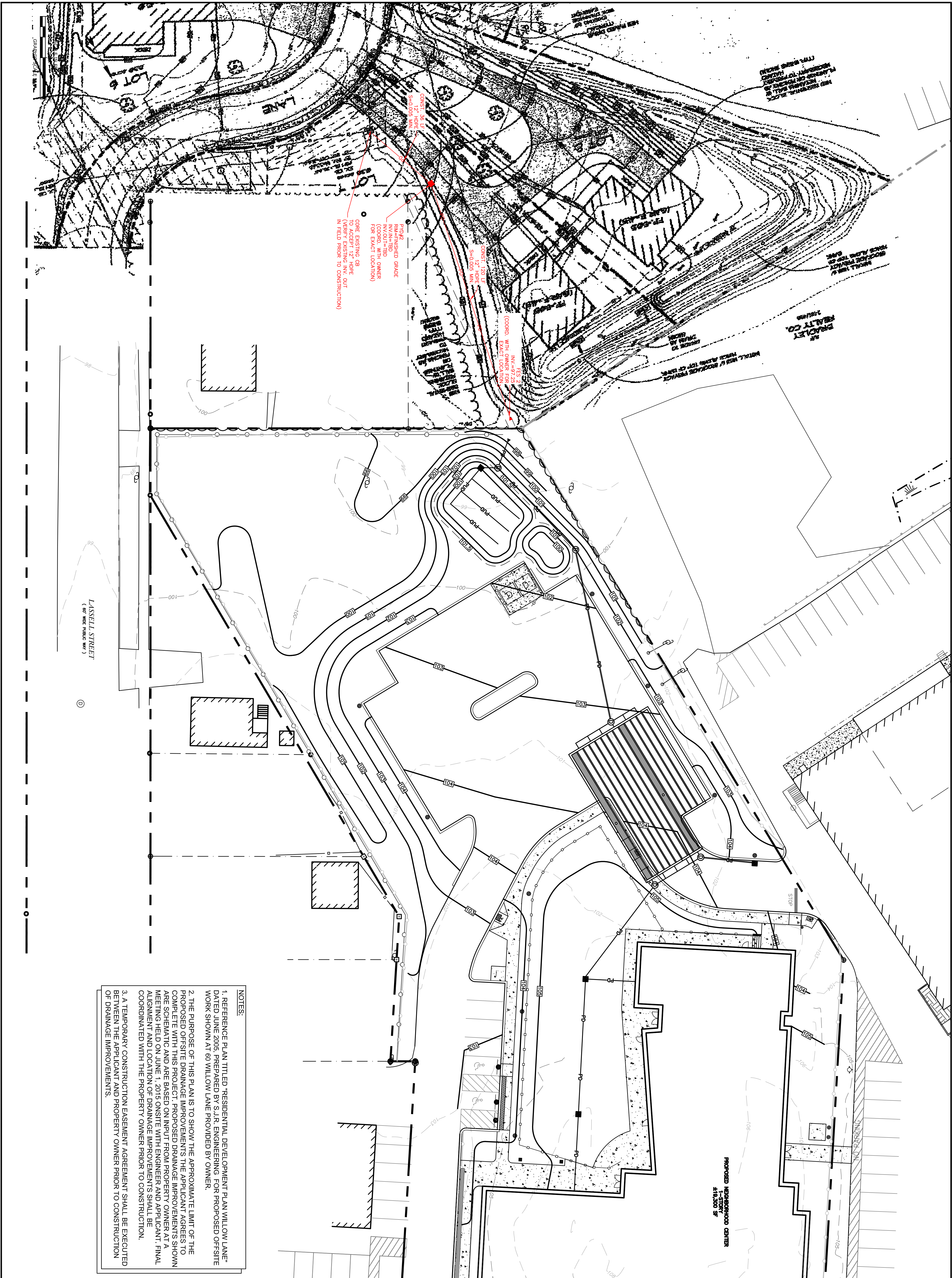
PERSONALLY APPEARED before me the above-named Katharine R. Ireland and Justin S. Johnson and acknowledged the foregoing instrument to be their free acts and deeds.

Print name:

Notary Public/Attorney-at-Law My commission expires:

EXHIBIT A

[Easement Area]



- NOTES:**
1. REFERENCE PLAN TITLED "RESIDENTIAL DEVELOPMENT PLAN WILLOW LANE" DATED JUNE 2005. PREPARED BY S.J.R. ENGINEERING. FOR PROPOSED OFFSITE WORK SHOWN AT 60 WILLOW LANE PROVIDED BY OWNER.
 2. THE PURPOSE OF THIS PLAN IS TO SHOW THE APPROXIMATE LIMIT OF THE PROPOSED OFFSITE DRAINAGE IMPROVEMENTS THE APPLICANT AGREES TO COMPLETE WITH THIS PROJECT. PROPOSED DRAINAGE IMPROVEMENTS SHOWN ARE SCHEMATIC AND ARE BASED ON INPUT FROM PROPERTY OWNER AT A MEETING HELD ON JUNE 1, 2015 ONSITE WITH ENGINEER AND APPLICANT. FINAL ALIGNMENT AND LOCATION OF DRAINAGE IMPROVEMENTS SHALL BE COORDINATED WITH THE PROPERTY OWNER PRIOR TO CONSTRUCTION.
 3. A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT SHALL BE EXECUTED BETWEEN THE APPLICANT AND PROPERTY OWNER PRIOR TO CONSTRUCTION OF DRAINAGE IMPROVEMENTS.

<p>Tighe & Bond Consulting Engineers www.tighebond.com</p>	
<p>Jewish Community Alliance of Southern Maine Proposed Neighborhood Center Portland, Maine</p>	
<p>1. 02/2015 REVISED FOR PER SUBMISSION Date Description PROJECT NO.: J0094-SITE.dwg FILE: J0094-SITE.dwg DRAWN BY: GWH CHECKED: BLM APPROVED BY: BLM</p>	<p>OFF-SITE GRADING AND DRAINAGE PLAN SCALE: AS SHOWN C-10</p>