**DRAINAGE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that AVESTA BISHOP STREET LP, a Maine limited partnership with a place of business in Portland, Maine (the “Grantor”) FOR CONSIDERATION PAID, hereby GRANTS to THE CITY OF PORTLAND, a Maine body corporate and politic with a place of business and mailing address of 389 Congress Street, Portland, Maine 04101, its successors and assigns forever (collectively the “Grantee”), an easement, for the purposes described below, over a portion of land of the Grantor’s described in a deed to the Grantor recorded at the Cumberland County Registry of Deeds in Book 31827, Page 271 (“Grantor’s Land”). The portion of Grantor’s Land subject to the herein-granted easement is more particularly described in Exhibit A attached hereto and made a part hereof and is referred to as the “Easement Area.”

The purpose of the easement granted herein is to permit Grantee to maintain, repair and replace a stormwater drainage pipe with related hardware within or near the Easement Area. Grantee shall have the right to enter the Easement Area by foot, vehicle and machinery for the purposes of maintaining, repairing and replacing, at Grantee’s sole cost and expense, the drainage pipe and other hardware as described above. Grantee shall perform all such work at reasonable times and shall not interfere with the use of Grantor's Land by Grantor. After all construction or maintenance activities that involve disturbance of the ground, Grantee shall restore Grantor's Land to its original condition prior to such work being done, including without limitation regrading, loaming and seeding.

Grantor shall construct no buildings or permanent structures over, and shall make no use of, the Easement Area that interferes with Grantee’s rights hereunder or that may cause damage to or malfunction of the drainage pipe or related hardware; provided, however, Grantor may improve that portion of the Easement Area in accordance with Grantor’s municipal site plan and subdivision approvals as shown on the Subdivision Plat Plan recorded in said Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_.

TO HAVE AND TO HOLD the aforegranted and bargained Easement, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2016.

*[remainder of page left blank intentionally—signatures begin on next page]*

WITNESS: AVESTA BISHOP STREET LP, Grantor

BY: Pinecone Housing Corporation, its General Partner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dana Totman, its President

STATE OF MAINE

CUMBERLAND, ss. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016

Personally appeared the above named Dana Totman, President of Pinecone Housing Corporation, General Partner of Avesta Bishop Street LP as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and limited partnership.

Before me,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney-at-Law/Notary Public

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**EXHIBIT A**

Certain land situated on the southerly side of Bishop Street in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the northwest corner of the land now or formerly of Bishop Street LLC (see Book 23608, Page 212) on the southerly sideline of Bishop Street;

Thence, S 82° 48’ 35” W by Bishop Street 4.84 feet;

Thence, S 10° 24’ 16” E across the land of the Avesta Bishop Street LP 86.29 feet to the land of Bishop Street LLC;

Thence, N 07° 11’ 25” W by said land 86.16 feet to the point of beginning.

Also, certain other land situated off the southerly side of Bishop Street, bounded and described as follows:

Beginning at the southwesterly corner of the land now or formerly of Bishop Street LLC (see Book 23608, Page 212), which corner is located S 07° 11’ 25” E a distance of 155.50 feet from the northwest corner of the land of said Bishop Street LLC;

Thence, N 07° 11’ 25” W by said land 18.07 feet;

Thence, S 59° 00’ 35” W across the land of Avesta Bishop Street LP 244.11 feet;

Thence, S 72° 35’ 59” W across the land of Avesta Bishop Street LP 218.03 feet to the land now or formerly of Deering Lodge Building Corp.;

Thence, S 47° 31’ 01” W by said land 8.63 feet to the land now or formerly of University of New England;

Thence, S 18° 15’ 13” E by said land 26.34 feet;

Thence, N 72° 35’ 59” E across the land of Avesta Bishop Street LP 104.99 feet to the land of University of New England;

Thence, N 61° 29’ 47” E by said land 361.30 feet to the point of beginning.

This description is based on a survey by Owen Haskell, Inc. and the bearings are grid north.

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