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# Section E

## Easements



## **Section E - Easements**

The following existing easements were recorded by Titcomb Associates:

1. Benefiting from a 50-foot-wide Access Easement as described in Book 30608, Page 25.
2. Subject to a Road Maintenance Agreement by and between bas Eldredge LLC and Maine Yacht Center, LLC as described in Book 30608, Page 26.
3. Subject to a Utility Easement as described in Book 3190, Page 787.
4. Subject to a Utility Easement as described in Book 3978, Page 219.
5. Subject to an Access Easement as described in Book 4598, Page 304.

There are no proposed easements at this time.



EASEMENT DEED

BAS Eldredge, LLC, a Maine limited liability of York, Maine, for full value and consideration paid, hereby grants to Maine Yacht Center, LLC, a Maine limited liability company of Portland, Maine, with quitclaim covenant, an easement over the following land in the City of Portland, Cumberland County, Maine:

The 50 foot wide private road located south of the land of Maine Yacht Center, LLC described in the 2012 deed to BAS Eldredge, LLC from St. Lawrence & Atlantic Railroad Company recorded in the Cumberland County Registry of Deeds in Book 29365, Page 256.

This easement may only be used for access by pedestrians and vehicles to and from the adjacent land of Maine Yacht Center, LLC described in two 2012 deeds recorded in Book 30168, Pages 179 and 181. No rights to install any utility lines are included in this easement.

All easement rights are subject to and in common with similar rights held by the grantor and others having the right to use the private road.

This easement shall be appurtenant to and run with the adjoining land to the north owned by Maine Yacht Center, LLC, its successors and assigns.

The holder of this easement shall be subject to the terms of a road maintenance agreement to be recorded in the Registry of Deeds with this Easement Deed.

Dated: APRIL 26, 2013

Signed, Sealed and Delivered in the Presence of:

[Handwritten signature]

BAS Eldredge LLC

by: [Handwritten signature]
print name: SCOTT W. ELDRIDGE
Its Manager

STATE OF MAINE
Cumberland County

APRIL 26, 2013

Scott W. Eldredge, as Manager of BAS Eldredge LLC, personally appeared before me and acknowledged that his/her signature on this Easement Deed was his/her free act and deed on behalf of BAS Eldredge LLC.

[Handwritten signature]
Attorney at Law/Notary Public
Printed Name: Cheryl T. Staff
MAY 24, 2013

(version 2-12-13)

Received
Recorded Register of Deeds
May 01, 2013 03:38:50P
Cumberland County
Pamela E. Lovley

## **Road Maintenance Agreement**

Private Road East of Presumpscot Street, Portland, Maine

This document is a road maintenance agreement (“Agreement”) made by and between **BAS Eldredge LLC**, a Maine limited liability company of York, Maine, and **Maine Yacht Center, LLC**, a Maine limited liability company, with an address of 100 Kensington Street, Portland, Maine, with respect to a 50 foot wide private road on the east side of Presumpscot Street in the City of Portland, Cumberland County, Maine.

### Background Facts

- BAS Eldredge LLC is the owner of a 50 foot wide private road running from Presumpscot Street to the railroad tracks described in the 2012 deed to BAS Eldredge LLC from St. Lawrence & Atlantic Railroad Company recorded in the Cumberland County Registry of Deeds in Book 29365, Page 256 (“Private Road”), which provides access to its land described in a 2000 deed recorded in Book 28021, Page 318.
- Maine Yacht Center, LLC has an access easement to use the Private Road in common with others, based on a 2012 Easement Deed to be recorded with this agreement, which is appurtenant to its land described in two 2012 deeds recorded in Book 30168, Pages 179 and 181.
- HOLCIM (US), Inc. also has an access easement to use the Private Road in common with others, based on its 2008 deed recorded in Book 27735, Page 166, originally described in the 1980 deed recorded in Book 4676, Page 147.
- BAS Eldredge has the right to grant other lots the right to use the Private Road in common with others.
- Both of the parties to this Agreement want to establish a written agreement regarding maintenance and improvement decisions and sharing of improvement and maintenance costs for the commonly used Private Road, and make the following agreements:

### Agreements

1. General Policy of Costs: The reasonable costs of improving and maintaining the Private Road shall be shared equally by the parties owning lots which benefit from the Private Road.
2. Formula: The formula to determine each party's share of costs of improving and maintaining the Private Road shall be determined as follows:
  - a. Each lot benefitted by the Private Road shall pay an equal share of road improvement and maintenance costs.
  - b. If any of the benefitted lots are divided into two or more lots, then the owners of the newly created lots shall also pay an equal share from the date their lot is created.
  - c. This calculation shall be changed every time a new lot is created from any of the lots described in this agreement or a new lot is benefitted by a new access easement from Eldredge Lumber LLC.
3. Maintenance decisions: As the owner of the Private Road, BAS Eldredge LLC shall have the exclusive right to decide what maintenance work, including snow plowing, needs to be done to the Private Road to maintain a safe and sound road surface on the Private Road, serving the reasonable needs of all lot owners using it.
4. Maintenance work: BAS Eldredge LCC shall have the right, but not the obligation, to do all reasonably necessary maintenance work itself or to hire contractors to do the necessary maintenance work at a reasonable cost. Should BAS Eldredge LLC fail to do any maintenance work that is reasonably necessary, then after written notice to BAS Eldredge LLC, then the owner of any other lot or lots may do that necessary work at the sole expense of the lot owners doing the work.
5. Improvements: If BAS Eldredge, LLC, reasonably decides that the Private Road needs to be improved, such as repaving its surface or making drainage improvements, then BAS Eldredge LLC may arrange to have those improvements made at a reasonable cost.

The owners of any other lot or lots who wish to make other reasonable improvements at their own cost may do so, provided that plans and specifications for those improvements are approved in writing by BAS Eldredge LLC, which approval may not be unreasonably withheld or delayed.

6. Maintenance and Improvement Costs: BAS Eldredge LLC will provide an accounting of the cost of any maintenance work or any improvements, with supporting estimates or bills, to each lot owner within a reasonable time after the work is completed. BAS Eldredge LLC will send reasonable bills to each lot owner periodically for the maintenance and improvement costs, using the formula established by section 2.

7. Damage: Any lot owner who damages the Private Road due to excessive or improper use shall be solely responsible for the cost of restoring the Private Road to its previous condition. BAS Eldredge LLC may hire contractors to restore the Private Road to its previous conditions at a reasonable cost, and may send a bill to the responsible lot owner for its cost.

8. Payment: Each lot owner will pay to BAS Eldredge LLC their respective share of road maintenance, improvement or repair costs within 30 days of receiving their bill. Interest will accrue on any payments due at 18% per annum from the date of the bill if the bill is not paid within 30 days. If the bill is still not paid after 60 days of receiving the bill, then BAS Eldredge LLC may take reasonable collection efforts against the owner who has not paid, and may hire collection agents and/or attorneys, and the collection costs and/or legal fees may be added to the amount owed to BAS Eldredge LLC. All collection costs and fees shall accrue interest at 18% per annum.

9. Lien: There shall be an automatic lien on the lot owned by any owner who fails to make payment of road maintenance, improvement or repair costs as set forth in this Agreement, which shall be held by BAS Eldredge LLC and may be enforced by BAS Eldredge LLC in the same manner as a lien for unpaid assessments under the Maine Condominium Act.

10. BAS Additional Exclusive Easement: BAS Eldredge LLC also has the right to use a 16 foot wide access easement to the north of the Private Road on land of Maine Yacht Center, Inc. for access to its land described in its 2010 deed recorded in Book 28021, Page 318, originally described in the 1978 deed to M.L. Properties Inc. recorded in Book 4365, Page 66. BAS Eldredge LLC is the only holder of an easement to use this 16 foot wide strip of land.

11. Additional Parties: It is anticipated that HOLCIM (US), Inc., or its successors, will join in this agreement and that R&M Properties, LLC (as the owner of land on the Private Road described in the deed recorded in Book 21303, Page 118) may join in this agreement if it obtains deeded easement rights to use the Private Road. Either party may join this agreement by signing a statement showing that it intends to be bound by its terms and having the statement recorded in the Registry of Deeds.

12. Successors: The rights and obligations of the parties to this Agreement shall pass to all future owners of the lots described in the Agreement.

Dated: April 26, 2013

BAS Eldredge LLC

by: [Signature]  
print name: SCOTT W. ELDRIDGE  
Its Manager

STATE OF MAINE  
Cumberland County

April 26, 2013

Scott W. Eldredge, as Manager of BAS Eldredge LLC, personally appeared before me and acknowledged that his/her signature on this Easement Deed was his/her free act and deed on behalf of BAS Eldredge LLC.

[Signature]  
Attorney at Law/Notary Public  
Printed Name: Cheryl T. Staff  
MAY 24, 2019

Dated: 4/26, 2013

Maine Yacht Center, LLC

By: [Signature]  
print name: BRIAN A HARRIS  
Its Manager

STATE OF MAINE  
CUMBERLAND, ss.

April 26, 2013

Then personally appeared the above named Brian A. Harris Manager of Maine Yacht Center, LLC and acknowledged the foregoing instrument to be his free act and deed on behalf of Maine Yacht Center, LLC.

[Signature]  
Attorney at Law/Notary Public  
Printed Name: Cheryl T. Staff  
MAY 24, 2019

(version 2-12-13)

Received  
Recorded Register of Deeds  
May 01, 2013 03:39:50P  
Cumberland County  
Pamela E. Lovley

1971

KNOW ALL MEN BY THESE PRESENTS, that Cumberland & York Distributors, a Maine corporation organized and existing by law and having a place of business in the City

of Portland, in the County of Cumberland and State of Maine in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City/Town of Portland, County of Cumberland and State of Maine, along the route as now staked out, extending in a southeasterly direction from pole #22 Presumpscot St. to pole #22.1.

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the rights and easements hereby conveyed, the same shall become the sole property of the remaining company.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Cumberland & York Distributors has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Thomas J. Haggerty, its Treasurer, hereunto duly authorized.

~~THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT DATED AND RECORDED IN BOOK 3190 PAGE 787~~  
this 12<sup>th</sup> day of August, 19 71.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Kenneth S. Colby

CUMBERLAND & YORK DISTRIBUTORS  
BY: Thomas J. Haggerty  
Its Treasurer



STATE OF MAINE,  
County of Cumberland

Personally appeared the above named Thomas J. Haggerty and acknowledged the foregoing instrument to be his free act and deed, ~~his own~~, in his said capacity and the free act and deed of said corporation before me,

August 12,  
Kenneth S. Colby  
Justice of the Peace

STATE OF MAINE  
CUMBERLAND, ss. REGISTRY OF DEEDS  
Received at 9 H - M A M on SEP 15 1971 and recorded in  
Book 3190 Page 787  
Margaret L. Heber Deputy Register



KNOW ALL MEN BY THESE PRESENTS, that Cumberland York Distributors, a Maine corporation having a place of business at 193 Presumpscott Street

of Portland, in the County of Cumberland, and State of Maine, in consideration of One Dollar and other valuable consideration (the sum being less than One Hundred Dollars) paid by CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at 9 Green Street, Augusta, Maine, 04330, and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation having an office and place of business at 45 Forest Avenue, Portland, Maine, 04101, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns, the right and easement to construct, erect, rebuild, operate, maintain and remove electric distribution and communication lines for the transmission of electricity and intelligence; together with the necessary poles, wires, cables, cross-arms, braces, anchors, guys and other electrical equipment and appurtenances connected therewith, over, along and across premises owned by the Grantor(s) in the City/Town of Portland, County of Cumberland, and State of Maine, along the route as now staked out, extending in a easterly direction from pole #22 Presumpscott St to poles #22.1 and 22.2.

This location crosses a portion of the premises conveyed to the Grantor(s) by deed of \_\_\_\_\_ dated \_\_\_\_\_, 19\_\_\_\_, recorded in the \_\_\_\_\_ County Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_

Also the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the Grantees' selection such trees, branches and underbrush as in the judgment of the Grantees, interfere with or endanger the proper operation and maintenance of the lines constructed along the above described location, together with the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

It is understood and agreed that the rights and easements hereby conveyed are to be jointly owned by Central Maine Power Company and New England Telephone and Telegraph Company, their successors and assigns. If either Central Maine Power Company or New England Telephone and Telegraph Company, or the successors or assigns of either, shall relinquish or abandon the rights and easements hereby conveyed, the same shall become the sole property of the remaining company.

TO HAVE AND TO HOLD the above granted rights and easements to the said Central Maine Power Company and New England Telephone and Telegraph Company, their successors or assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Cumberland York Distributors has caused this instrument to be sealed with its corporate seal and signed in its corporate name by

~~and~~ Joseph W. Bourque, ~~its President, hereunto duly authorized~~ ~~holding to this instrument as Grantor(s) and relinquishing and conveying all those rights by deed and all other rights to the above described premises and easements hereunto set their hands and seals, this~~ 10th day of November, 19 76

Signed, Sealed and Delivered in the presence of

William J. Tharden

CUMBERLAND YORK DISTRIBUTORS

By: Joseph W. Bourque  
Its President



STATE OF MAINE Cumberland ss.

November 10, 19 76

Personally appeared the above named Joseph W. Bourque and acknowledged the foregoing instrument to be his free act and deed, ~~before me~~ in his said capacity and the free act and deed of said corporation, before me,

William J. Tharden  
Justice of the Peace  
Notary Public

STATE OF MAINE

CUMBERLAND, ss.

REGISTRY OF DEEDS

Received at 2 H 40 M P M on FEB 24 1977 and recorded in

Book 3978 Page 219

ATTEST

Margaret L. Heber

Register

9226  
INDENTURE

THIS INDENTURE made this 7<sup>th</sup> day of September 1979, by and between CUMBERLAND & YORK DISTRIBUTORS, a Maine corporation with a place of business in Portland, County of Cumberland and State of Maine, and JOSEPH W. BOURQUE, an individual residing in Portland, County of Cumberland and State of Maine, and NAPPI DISTRIBUTORS, a Maine corporation with a place of business in Portland, County of Cumberland and State of Maine.

WHEREAS, NAPPI DISTRIBUTORS presently owns property on the easterly side of Presumpscot Street in Portland, County of Cumberland and State of Maine and is to acquire additional property from Canadian National Railway Company at the rear of its present properties, for additional warehouse facilities; and

WHEREAS, CUMBERLAND & YORK DISTRIBUTORS and JOSEPH W. BOURQUE presently own real estate immediately southerly of and adjacent to that land owned by NAPPI DISTRIBUTORS and to be acquired by NAPPI DISTRIBUTORS, also on the easterly side of Presumpscot Street in Portland, County of Cumberland and State of Maine; and

WHEREAS, NAPPI DISTRIBUTORS is desirous of obtaining an easement for vehicular passage over land immediately southerly and adjacent to its property, said land now being owned by CUMBERLAND & YORK DISTRIBUTORS and JOSEPH W. BOURQUE;

NOW THEREFORE, in consideration of the sum of One Dollar each to the other paid, and other valuable consideration, the receipt and sufficiency of which is mutually acknowledged, and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. CUMBERLAND & YORK DISTRIBUTORS and JOSEPH W. BOURQUE hereby give, grant, bargain, sell and convey and quit-claim unto NAPPI DISTRIBUTORS, its successors and assigns, an easement for vehicular travel over a strip of land in Portland, County of Cumberland and State of Maine, which strip is twenty-five (25) feet in width, and widening to fifty (50) feet in width for

a distance of thirty (30) feet at its westerly terminus where it meets with Presumpscot Street, and which strip proceeds in a northwesterly (North 66° West) direction from its point of beginning at the most northeasterly corner of land conveyed to JOSEPH W. BOURQUE by deed of CANADIAN NATIONAL RAILWAY COMPANY dated July 6, 1978 recorded in the Cumberland County Registry of Deeds in Book 4299, Page 330, to its terminus at Presumpscot Street. Said strip is located directly southerly of and immediately adjacent to that land acquired by NAPPI DISTRIBUTORS by deed of CANADIAN NATIONAL RAILWAY COMPANY dated February 4, 1970 recorded in said Registry in Book 3120, Page 429, and by deed of DORNOL PORTLAND LOCAL DEVELOPMENT CO. dated April 5, 1977 and recorded in Book 3994, Page 116, and by land westerly of and adjacent to that land described in the last mentioned deed to be conveyed to NAPPI DISTRIBUTORS by deed of CANADIAN NATIONAL RAILWAY COMPANY to be recorded in the Cumberland County Registry of Deeds. Said strip of land, upon which the easement granted herein is located, is located along the northerly portions of the lands conveyed in the following deeds, which deeds are stated in order of the parcels from the most easterly parcel to the most westerly parcel abutting Presumpscot Street: Canadian National Railway Company to Joseph W. Bourque dated July 6, 1978 recorded in said Registry of Deeds in Book 4299, Page 330; Canadian National Railway Company to Cumberland & York Distributors dated July 6, 1970, recorded in said Registry in Book 3138, Page 106, and Canadian National Railway Company to Cumberland & York Distributors dated May 15, 1968 and recorded in said Registry in Book 3041, Page 808.

2. NAPPI DISTRIBUTORS, for itself, its successors and assigns, does hereby agree to forever maintain that strip of land upon which the easement conveyed herein is located, including the removal of snow therefrom in the winter months.

3. NAPPI DISTRIBUTORS, for itself, its successors and assigns, further agrees to pave the area surrounding the spur track of CANADIAN NATIONAL RAILWAY COMPANY where it crosses the strip of

land over which an easement is hereby conveyed, and also the area surrounding the spur track where it crosses other land of CUMBERLAND & YORK DISTRIBUTORS up to a point forty-five (45) feet from the southerly boundary line of NAPPI DISTRIBUTORS. The spur track referred to herein is the first spur track easterly of Presumpscot Street.

4. NAPPI DISTRIBUTORS, for itself, its successors and assigns, hereby releases CUMBERLAND & YORK DISTRIBUTORS and JOSEPH W. BOURQUE from any and all liability for injuries or damages sustained by its employees, agents, or invitees upon the strip of land upon which an easement is herein granted.

IN WITNESS WHEREOF, CUMBERLAND & YORK DISTRIBUTORS has caused this indenture to be executed in triplicate and its corporate seal to be affixed by Joseph W. Bourque, its President, thereunto duly authorized on the day and year first above written; and

JOSEPH W. BOURQUE, and ANNA R., wife of said JOSEPH W. BOURQUE, joining in this indenture and relinquishing and conveying our rights by descent and all other rights in the premises described herein, have herein set our hands and seals on the day and year first above written; and

NAPPI DISTRIBUTORS has caused this indenture to be executed in triplicate and its corporate seal to be affixed hereto by NICHOLAS M. NAPPI, its President, thereunto duly authorized.

Signed, sealed and delivered in presence of

[Signature]  
for each

CUMBERLAND & YORK DISTRIBUTORS

By [Signature]  
its President

Joseph W. Bourque SLD  
JWS  
NM

ANNA R. SLD NM  
JWS

Joseph W. Bourque SLD  
JWS NM

NAPPI DISTRIBUTORS

by Nicholas M. Nappi

Nicholas M. Nappi, Distributor

State of Maine  
Cumberland, ss.

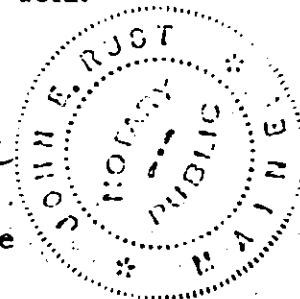
SEPTEMBER 7, 1979

Personally appeared the above named STEVEN L. DOUGHERTY  
as VICE PRESIDENT of CUMBERLAND & YORK DISTRIBUTORS  
and acknowledged the foregoing instrument to be his free act  
and deed and the free act and deed of CUMBERLAND & YORK  
DISTRIBUTORS.

Before me,

John E. Rust  
Notary Public  
~~Justice of the Peace~~  
~~Attorney at Law~~

MY COMMISSION EXPIRES  
JULY 7, 1983



State of Maine  
Cumberland, ss.

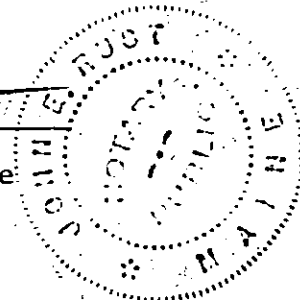
SEPTEMBER 7, 1979

Personally appeared the above named Joseph W. Bourque  
and ANNA R. BOURQUE and acknowledged the foregoing  
instrument to be their free act and deed.

Before me,

John E. Rust  
Notary Public  
~~Justice of the Peace~~  
~~Attorney at Law~~

MY COMMISSION EXPIRES  
JULY 7, 1983



State of Maine  
Cumberland, ss.

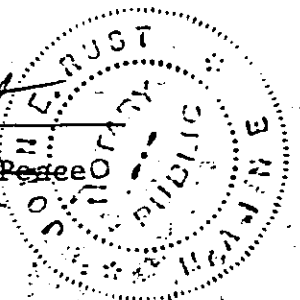
SEPTEMBER 7, 1979

Personally appeared the above named Nicholas M. Nappi  
as President of NAPPI DISTRIBUTORS and acknowledged the  
foregoing instrument to be his free act and deed and the free  
act and deed of NAPPI DISTRIBUTORS.

Before me,

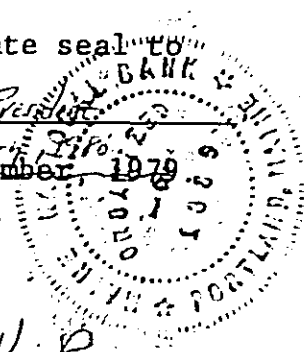
John E. Rust  
Notary Public  
~~Justice of the Peace~~  
~~Attorney at Law~~

MY COMMISSION EXPIRES  
JULY 7, 1983



MAINE NATIONAL BANK, a national banking corporation, and successor to the First National Bank of Portland, with an office in Portland, County of Cumberland and State of Maine, joins in the execution of this indenture for the sole purpose of releasing its interest in the easement herein conveyed as the holder of two mortgages upon the premises over which the easement passes: being a mortgage from CUMBERLAND & YORK DISTRIBUTORS to First National Bank of Portland dated June 24, 1968 recorded in the Cumberland County Registry of Deeds in Book 3045, Page 726; and a mortgage from CUMBERLAND & YORK DISTRIBUTORS to Maine National Bank dated June 10, 1971 and recorded in said Registry in Book 3174, Page 456.

IN WITNESS WHEREOF, Maine National Bank has caused this Indenture to be executed in Triplicate and its corporate seal to be affixed hereto, by John W. Coombs, its Vice President thereunto duly authorized this 18<sup>th</sup> day of September, 1979



Maine National Bank

by John W. Coombs, Vice Pres.

State of Maine  
Cumberland, ss.

JANUARY 18, 1980  
~~September, 1979~~

Personally appeared the above named JOHN W. COOMBS, in his capacity as VICE PRESIDENT of Maine National Bank and acknowledged the execution of the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Maine National Bank.

Before me,

George M. Hyde  
Notary Public  
~~Justice of the Peace~~  
~~Attorney at Law~~

My Commission Expires May 5, 1985



CASCO BANK AND TRUST COMPANY, a banking corporation with a place of business in Portland, County of Cumberland and State of Maine, joins in the execution of this indenture for the sole purpose of releasing its interest in the easement herein conveyed RESERVING, HOWEVER, for so long as said Mortgage remains in effect, the right to use in common with Canadian National Railway Company and others, the entire 17 foot wide siding track easement shown on a Plan entitled "Plan of Property in Portland, Maine, made for

Cumberland and York Distributors" dated October 10, 1967, made by H. I. & E. C. Jordan, Surveyors, and recorded in the Cumberland County Registry of Deeds in Plan Book 76, Page 31.

as the holder of a mortgage upon the premises over which the easement passes: being a mortgage from Cumberland and York Distributors to Casco Bank and Trust Company dated March 1, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4182, Page 91.

IN WITNESS WHEREOF, Casco Bank and Trust Company has caused this indenture to be executed in triplicate and its corporate seal to be affixed hereto by RICHARD D. LUND JR., its VICE PRESIDENT, thereunto duly authorized, this 21<sup>st</sup> day of ~~September~~, <sup>FEBRUARY, 1980</sup> 1979.

Casco Bank and Trust Company  
by Richard D. Lund Jr.

State of Maine  
Cumberland, ss.

~~September~~, <sup>FEBRUARY 21<sup>st</sup></sup> 1980, 1979

Personally appeared the above named Richard D. Lund, Jr. in his capacity as Vice President of Casco Bank and Trust Company, and acknowledged the execution of the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Casco Bank and Trust Company.

Before me,  
Anne W. Hoover  
Notary Public  
~~Justice of the Peace~~  
~~Attorney at Law~~



MAY 7 1980

MY COMMISSION EXPIRES  
SEPTEMBER 1, 1985

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
Received at 3 47 P.M., and recorded in

BOOK 4598 PAGE 304 Edward J. Benoit Register