

DRAINAGE EASEMENT

STEVEN E. COPE and ROBERTA S. COPE, both of Portland, County of Cumberland and State of Maine, (collectively "Grantor") for consideration paid, release to **MAINE INVESTMENT PROPERTIES, LLC**, a Maine limited liability company with an office and place of business located in South Portland, County of Cumberland and State of Maine, ("Grantee) an easement for the purposes described herein, over the southeastern corner of Lot B-1, for the benefit of Lot A, which said lots are as shown on the plan entitled "*Plan Depicting a Proposed Subdivision Made for Steven E. Cope & Roberta S. Cope, Northeasterly Sideline of Hodgins Street & Northwesterly Sideline of Veranda Street, Portland, Maine*", prepared by Nadeau Land Surveys, dated May 13, 2013 and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 144 (the "Plan") which easement area (the "Easement Area") is bounded and described on Exhibit A attached hereto and made a part hereof.

The purpose of the easement granted hereunder is as follows:

At any time and from time to time, to install, repair, maintain and replace an underground drainage pipe connecting a filtration pond on Grantee's property to the storm water main located under Veranda Street to the extent that it passes within or through the Easement Area (the "Drain Line"); and the right to install in the Easement Area a temporary line or lines wherever in the reasonable judgment of the Grantee it is required for the emergency maintenance of service, provided that in each instance the making of repairs or improvements shall be completed and the temporary line or lines removed as soon as practical; and the right to enter the Easement Area, at reasonable times and upon reasonable prior notice to Grantor, on foot and with construction equipment for access thereto for all the above purposes.

The Grantee acknowledges that its rights and easement hereunder provided are appurtenant to and provided solely and exclusively for the use and benefit of the property of the Grantee described on Exhibit B attached hereto and incorporated herein, and not for any other.

The Grantor and Grantee further acknowledge that the rights and easement hereunder provided are expressly subject to the following:

A. Grantee shall not, except as is necessary to restore the surface of the Easement Area wherever disturbed by the Grantee in the exercise of its rights hereunder, install or construct any improvements on the Easement Area, including, without limitation, landscaping, fencing, signs or other structures, without the prior written consent of Grantor, which may be withheld by Grantor in its sole discretion.

B. The Grantor shall have the right to use and enjoy the foregoing right and easement for the purposes stated in common with the Grantee and others legally entitled thereto or any other purpose so long as such use does not unreasonably interfere with the Grantee's rights granted herein, but the use of the Drain Line shall be separately metered and paid by the party using the same.

C. The Grantee shall be responsible for all costs and expenses associated with the use of the Easement Area including but not limited to any costs to restore the Easement Area resulting from the use of the easement by Grantee.

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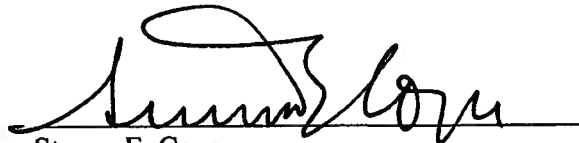
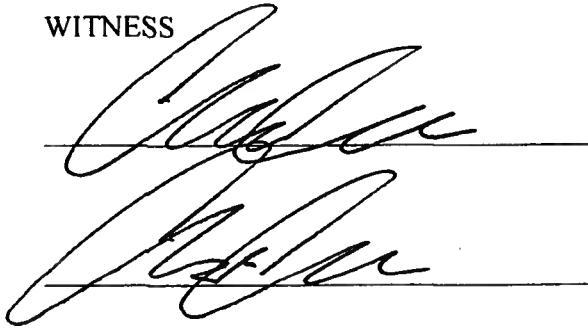
D. In exercising its rights hereunder, each of the Grantee and the Grantor, and their heirs, successors and assigns shall (i) comply with all applicable laws, ordinances, regulations and codes, including, without implied limitation, all federal, state, and local laws, ordinances and regulations concerning the alteration of wetlands; and (ii) use diligent efforts to avoid unreasonable interference with or interruption of service provided by the Drain Line.

By accepting and recording this instrument, Grantee agrees: (i) 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 Grantor, (ii) that Grantee shall restore the surface and sub-surface of the Easement Area and any other adjacent area wherever disturbed by Grantee, in the exercise of its rights hereunder, as closely as reasonably practicable to the condition of such surface before being disturbed, and (iii) Grantee agrees to indemnify, defend (with counsel acceptable to Grantor) and hold Grantor harmless from and against any and all losses, costs, claims, expenses and liabilities suffered by Grantor on account of any injury to persons or damage to property caused by Grantee, or any agents, employees, or contractors of Grantee, while Grantee, or any agents, employees, or contractors of Grantee, are using the easement or are on the Easement Area pursuant to the rights by this easement.

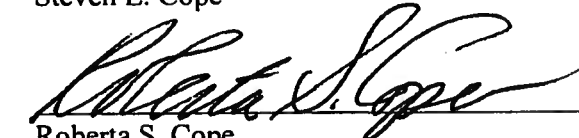
This instrument shall be binding upon, and inure to the benefit of, Grantor and Grantee, and their respective heirs, successors and assigns from time to time of all or any portion of either or both of the benefitted and servient estates or any portion or portions thereof, however such estates may hereafter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

WITNESS our hands and seals this 9th day of September, 2014.

WITNESS



Steven E. Cope



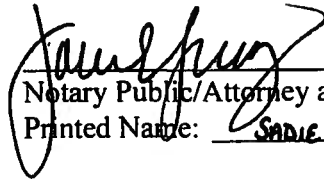
Roberta S. Cope

STATE OF MAINE
Cumberland, ss.

September 9, 2014

Then personally appeared the above-named Steven E. Cope and Roberta S. Cope and acknowledged the foregoing instrument to be their free act and deed.

Before me,


Notary Public/Attorney at Law
Printed Name: SADIE E. SIROIS



Accepted:

WITNESS

Maine Investment Properties, LLC




By:
Its Managing member

STATE OF MAINE
Cumberland, ss.

September 12, 2014

Then personally appeared the above-named Timothy J. McGonagle, in his capacity as Managing Member of Maine Investment Properties, LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me,

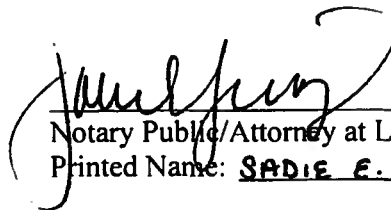

Notary Public/Attorney at Law
Printed Name: SADIE E. SIROIS



EXHIBIT A

Commencing at a #5 steel rebar with survey cap #2124 to be set on the Northwesterly sideline of Veranda Street, which point is at the intersection of the Southwesterly corner of Lot A and the Southeasterly corner of Lot B1;

Thence, North $81^{\circ} 54' 47''$ West along the Common Boundary of Lot A and Lot B1, a distance of fourteen and eighty hundredths (14.80) feet to a #5 steel rebar with survey cap #2124 to be set;

Thence, South $23^{\circ} 09' 52''$ East through Lot B1 to said Northwesterly sideline of Veranda Street;

Thence, North $53^{\circ} 05' 13''$ East along said Northwesterly sideline of Veranda Street to the point of beginning.

The drainage pipe installed within said easement area is depicted on the plan entitled "*Plan Depicting a Proposed Subdivision Made for Steven E. Cope & Roberta S. Cope, Northeasterly Sideline of Hodgins Street & Northwesterly Sideline of Veranda Street, Portland, Maine*", prepared by Nadeau Land Surveys, dated May 13, 2013, last revised August 15, 2014, to be recorded in the Cumberland County Registry of Deeds. A copy of the portion of said revised Plan showing the existing location of the drainage pipe is attached hereto as Exhibit B.

