

CONFIRMATORY PARKING EASEMENT AGREEMENT

THIS CONFIRMATORY PARKING EASEMENT AGREEMENT is made by and between **PARRIS TO PORTLAND CONDOMINIUM ASSOCIATION**, a nonprofit corporation, with a place of business in Portland, County of Cumberland and State of Maine ("Grantor"), and **CLOUTIER TOOTHAKER ASSOCIATES, INC.**, a Maine corporation with a principal place of business in the City of Portland, County of Cumberland and State of Maine ("Grantee").

WITNESSETH

WHEREAS, Grantor is the association of unit owners of the Parris to Portland Condominium, a condominium project (the "Condo") developed and declared by Grantee upon certain real estate located at the southeast corner of the intersection of Parris and Portland Streets in the City of Portland and more particularly depicted on a certain recorded Plan dated January 12, 2006, entitled "Condominium Plat, Parris to Portland Condominium, 29 Parris Street and 58 Portland Street, Portland, Maine" prepared by Owen Haskell, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 206, Page 46 (the "Plan"), a reduced copy of which is attached hereto as Exhibit A, however with additional notations as shown thereon; and

WHEREAS, the Condo is subject to a certain Declaration of Condominium declared by Grantee on January 19, 2006 and recorded in said registry in Deed Book 23604, Page 250 (the "Declaration"); and

WHEREAS, the Declaration contains at Section 22 a reference to the acquisition of parking easement rights in five spaces (in actuality there are six spaces, numbered 0-5 inclusive) within the Condo by Declarant/Grantee, in which case parking rights would be reserved to Grantee herein; and

WHEREAS, by instrument entitled "Release and Extinguishment of Easement" dated August 17, 2006 and recorded in said Registry at Book 24275, Page 187, Grantee sought to enable the terms of Section 22 of the Declaration; and

WHEREAS, Grantor and Grantee wish to restate, confirm and/or grant hereby the terms upon which Grantee does and shall have parking rights within the Condo;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Confirmatory Grant of Easement.** Grantor hereby grants and confirms that the Declaration reserved to Grantee a perpetual, and assignable, easement in gross for the purposes of parking and vehicular and pedestrian ingress and egress by Grantee, and its successors, assigns and tenants, for the use of the existing parking area, pavement, parking and related improvements as depicted on Exhibit A attached hereto being SIX (6) parking spaces numbered 0-5 inclusive (the "Parking Spaces") together with the right to maintain, repair and replace such pavement, parking areas and related improvements all at the risk and expense of Grantee (the "Parking Easement"). Grantor reserves, for itself, its successors and assigns, the right to enter onto the Parking Easement area to maintain and repair its abutting parking spaces, lot, and improvements, provided that such entry shall be conducted so as to reasonably minimize the interruption of the use of the Parking Spaces to the extent feasible. Grantor and Grantee shall each be and remain responsible for their respective portions of the shared parking lot where the Parking Spaces are located, and/or

shall proportionately share in any common or pooled expenses for maintenance and upkeep thereof, including plowing and sanding, striping, and surface (paving) maintenance. Grantor and Grantee (and their successors and assigns) shall reasonably coordinate the appearance of their respective areas of the common parking lot where the Parking Spaces are located to ensure a logical traffic flow and harmonious appearance of the lot as a whole and shall reasonably grant to the other such rights of passage and access as are necessary to provide for access to, from, and across all areas of the common parking lot where the spaces are located so that the Parking Spaces are accessible from the existing curb cut along Parris Street.

2. **Binding Effect.** The easement, rights and obligations created and imposed herein shall be effective upon the date hereof, shall run with the land (excepting only that Grantee's rights shall be assignable and/or transferable as provided below), and shall inure to the benefit of and be binding upon the parties, their successors and assigns. Each of the rights created hereunder may be enforceable in court by the owner of any property covered by this Agreement; however, enforcement hereunder shall be sought solely against the then owner of the interest alleged to be in default. The burdens of maintenance, indemnity, and further obligations hereunder shall burden each and all of the Parking Spaces and may not be severed therefrom.
3. **Assignability.** The rights and easements contained herein are specifically intended to be transferable and assignable by Grantee in whole or in part (as to individual spaces), subject however, to Grantor's right of first refusal below.
4. **Grantor's Perpetual Right of First Refusal.** Grantee hereby agrees that Grantor shall have the exclusive right to purchase or take assignment of all or a portion (as to individual spaces) of Grantee's rights in and to the Parking Spaces on the following terms: If Grantee (or its successors and assigns) receives a bona fide offer to purchase one or more of the Parking Spaces, or to lease one or more Parking Space(s) for a term in excess of one (1) year, that Grantee is willing to accept, Grantee shall immediately notify Grantor of such offer and provide written notice (including a copy if possible) thereof to Grantor, and Grantor shall then have fifteen (15) days from receipt thereof within which to exercise its rights hereunder and notify Grantee in writing of its intent to purchase (or lease) the Parking Space(s) at a price equal to the price of said offer and otherwise on the same terms set out in said offer. If Grantor's notice is not received by Grantee within said fifteen (15) days, Grantor's right to agree to such terms shall terminate and Grantee may transfer (or lease) the Parking Space(s) pursuant to said offer and this right of first refusal shall automatically be waived as to the specific transfer. Grantor's right may not be exercised as to less than all of an offered interest (*e.g.*, if Grantee wishes to sell rights to three parking spaces, Grantor's right shall only apply to the purchase of all three and Grantor may not exercise rights only as to one or two of the spaces offered). However, Grantor's right of first refusal shall be perpetual and shall bind subsequent transferees or lessees Grantee's interest hereunder (including any interest in individual spaces), it being the intent hereof that the Grantor shall have a perpetual and continuing right of first refusal that shall not be extinguished if not exercised as to any particular transfer or lease. In the event Grantee (or any successor thereto or assignee thereof) has complied with its obligations thereof and Grantor waives or fails to exercise its rights as to a particular transfer, Grantor agrees to promptly execute and deliver such documentation as may be necessary to evidence

Grantee's discharge of its obligations so that Grantee may transfer or lease the space(s) free of Grantor's interest as to a given transaction.

- 5. **Construction of Agreement; Captions.** This Agreement is to take effect as a sealed instrument. It shall be construed under Maine law, sets forth the entire agreement between the parties and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions used herein are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties.
- 6. **Amendments.** This Agreement may be modified, amended, or cancelled only by a written instrument executed by all parties hereto at the time of such amendment.
- 7. **Miscellaneous.** If either party's use of the common lot where the Parking Spaces are located results in extraordinary damages thereto or damage to any improvements (except for normal wear and tear) arising from accidents, negligence, or use in a manner not consistent with use by a reasonably prudent operator, such party causing the damage shall be solely responsible for the costs of repairing such damage and for all damages and liability caused. Grantor and Grantee agree to indemnify and hold harmless the other for any liability, claim, damage, loss or cost, including reasonable attorneys' fees, arising out of the exercise of such their respective rights described in this Agreement. Each party shall obtain and maintain at all times commercial general liability insurance with respect to its respective interest.

WITNESS our hands and seals as of December, 2010.

PARRIS TO PORTLAND CONDOMINIUM ASSOCIATION


 By: Jamie Thomits
 Its: President

CLOUTIER TOOTHAKER ASSOCIATES, INC.


 By: Crandall Toothaker
 Its: President

Doc#: 8295 Bk:28514 Pg: 315

STATE OF MAINE
COUNTY OF CUMBERLAND

May 28, 2010

Then personally appeared before me the above-named Jamie Thomits
of the ~~Parris to Portland Condominium Association~~ in her said capacity and acknowledged the
foregoing instrument to be her free act and deed, and the free act and deed of said Association.

Meghan Barry Powers
NOTARY PUBLIC
State of Maine
My Commission Expires January 24, 2014

Meghan Barry Powers
Notary Public/Attorney-at-Law
Print Name: Meghan Barry Powers
My Commission Expires: 1-24-2014

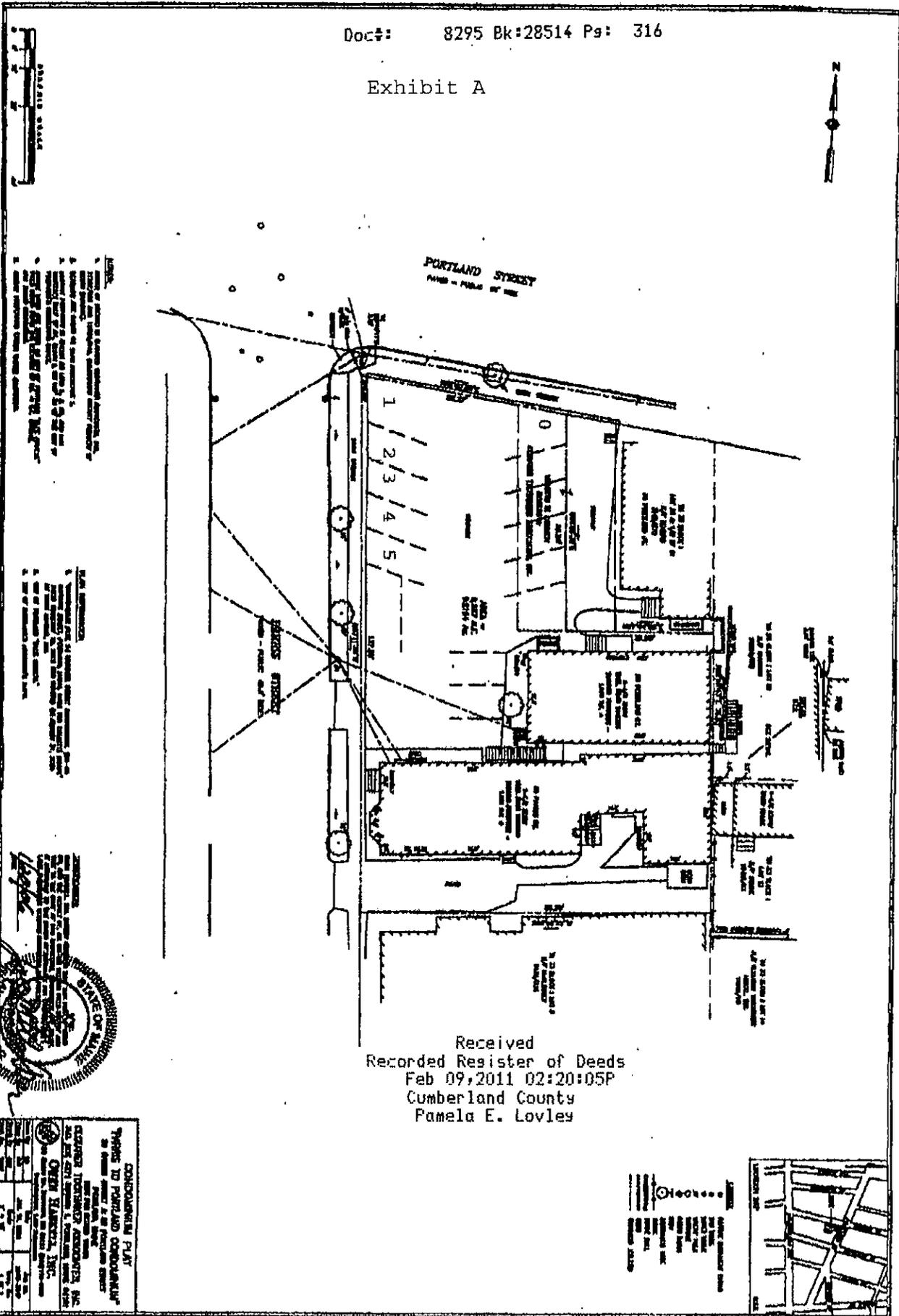
STATE OF MAINE
COUNTY OF CUMBERLAND

December 17, 2010

Then personally appeared before me the above-named Crandall Toothaker, President
of Cloutier Toothaker Associates, Inc. in his said capacity and acknowledged the foregoing
instrument to be his free act and deed, and the free act and deed of said Corporation.

Peter J. Van Heuvel
~~Notary Public~~/Attorney-at-Law
Print Name: Peter J. Van Heuvel
My Commission Expires: _____

Exhibit A



Received
 Recorded Register of Deeds
 Feb 09, 2011 02:20:05P
 Cumberland County
 Pamela E. Lovley



CONDOMINIUM PLAN
TRAVIS TO PORTLAND CONDOMINIUM
 TO BE BUILT ON LOT 1 OF PORTLAND STREET
 IN THE CITY OF PORTLAND, MICHIGAN
 AS SHOWN ON THE ATTACHED PLANS
 AND BEING THE PROPERTY OF
OPEN HORIZONS, INC.
 10000 OPEN HORIZONS DRIVE
 PORTLAND, MICHIGAN 48132
 1/23