

DLN1001540003700

Warranty Deed

MAINE REAL ESTATE TAX-Paid

KNOW ALL PERSONS BY THESE PRESENTS, that Steven E. Cope and Roberta S. Cope, of Portland, Maine,, for consideration paid, hereby GRANT to Elena Mamonova, with a mailing address of 74 Lake Shore Drive, Belgrade Lakes, ME 04918, with WARRANTY COVENANTS, that certain lot or parcel of land, with building(s) and improvements thereon and all appurtenances thereto, referred to as 120 Veranda Street, in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Schedule A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, said Steven E. Cope and Roberta S. Cope have executed and delivered this instrument on the 30th day of June, 2015.

[Signature]

Witness

[Signature]

Steven E. Cope

[Signature]

Witness

[Signature]

Roberta S. Cope

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

June 30, 2015

Then personally appeared before me the above named Steven E. Cope and Roberta S. Cope and acknowledged the foregoing by affirmation to be their free act and deed.

Before me,

[Signature]

Notary Public/Attorney at Law

Print Name



EXHIBIT A

(Lot B1)

A certain lot or parcel of land, with the building thereon, situated on the northwesterly sideline of Veranda Street, in the City of Portland, County of Cumberland, and State of Maine, being more particularly bounded and described as follows:

Beginning on the apparent northwesterly sideline of Veranda Street at the southerly corner of the herein described parcel and the easterly corner of land described in a deed to Anthony Bernard, dated September 13, 2004 and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 21794, Page 269, as depicted on a plan entitled "Plan Depicting The Results Of A Boundary Survey Made For Kenneth M. Cournoyer, Northeasterly Sideline Of Hodgins Street & Northwesterly Sideline Of Veranda Street, Portland, Maine", dated March 22, 2011, last revised August 15, 2011 by James D. Nadeau, LLC Professional Land Surveyors, Portland, Maine;

Thence N53°05'13"E along said northwesterly sideline of Veranda Street, a distance of fifty and no hundredths (50.00') feet to a #5 steel rebar with survey cap #2124 to be set at the easterly corner of the herein described parcel and the southerly corner of land described in a deed from Steven E. Cope to Maine Investment Properties, LLC, dated August 30, 2013 and recorded in CCRD Book 30979, Page 286, also being Lot A as depicted on a 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", dated May 13, 2013, last revised October 6, 2014 by Nadeau Land Surveys, Portland, Maine, recorded in CCRD Plan Book 214, Page 408;

Thence N81°54'47"W along said Lot A, a distance of fourteen and eighty hundredths (14.80') feet to a #5 steel rebar with survey cap #2124 to be set;

Thence N23°09'52"W continuing along said Lot A, a distance of fifty-seven and forty-five hundredths (57.45') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of said Lot A;

Thence N24°55'13"E continuing along said Lot A, a distance of thirty-two and thirty-seven hundredths (32.37') feet to a #5 steel rebar with survey cap #2124 to be set;

Thence N23°09'52"W continuing along said Lot A, a distance of twenty-seven and twenty-four hundredths (27.24') feet to a #5 steel rebar with survey cap #2124 to be set on the southeasterly sideline of land described in a deed to Peter F. Rohde, dated November 18, 2005 and recorded in CCRD Book 23411, Page 223;

Thence S66°50'08"W along said land now or formerly of Rohde, a distance of ten and six hundredths (10.06') feet to a #5 steel rebar with survey cap #2124 set at the southerly corner of said land now or formerly of Rohde;

Thence N23°09'52"W along said land now or formerly of Rohde, a distance of twenty-three and seventy-three hundredths (23.73') feet to a #5 steel rebar with survey cap #2124 to be set at the northerly corner of the herein described parcel and the easterly corner of Lot B2 as depicted on said subdivision plan;

Thence S66°50'08"W along said Lot B2, a distance of forty-nine and ninety-four hundredths (49.94') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of the herein described parcel and the northeasterly sideline of land described in a deed to Aran K. Meara, dated June 30, 2006 and recorded in CCRD Book 24130, Page 93;

Thence S23°09'52"E continuing along said land now or formerly of Meara and along said land now or formerly of Bernard, a distance of one hundred forty-nine and sixty-one hundredths (149.61') feet to the Point of Beginning.

Total area of the herein described parcel equals approximately 6,532 square feet (0.15 acre). The bearings in this description are based on the magnetic meridian north 2011.

Meaning and intending to describe a portion of the premises described in a deed from Kenneth M. Cournoyer to Steven E. Cope and Roberta S. Cope, dated November 29, 2012 and recorded at the Cumberland County Registry of Deeds in Book 30172, Page 1, also being part of Lots 61, 62, and 64 as depicted on a plan entitled "Plan Of Lots, Arcadia Park, Portland, Me. East Deering District, F.A. Merriam & Co.", by Ilsley & Cummings, Portland, Maine, recorded November 25, 1904 at said registry in Plan Book 10, Page 101, and being Lot B1 as depicted on a 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", dated May 13, 2013, last revised October 6, 2014 by Nadeau Land Surveys, Portland, Maine, recorded in CCRD Plan Book 214, Page 408.

The herein described parcel is subject to a Drainage Easement from Steven E. Cope and Roberta S. Cope to Maine Investment Properties, LLC, dated September 9, 2014, recorded in CCRD Book 31776, Page 261.

Driveway Easement

The within parcel is conveyed with the benefit of a perpetual easement in common with others *including Grantor* of the following:

A. a certain shared driveway as shown on a certain *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*, dated May 13, 2013, last revised October 6, 2014 by Nadeau Land Surveys, Portland, Maine, recorded in CCRD Plan Book 214, Page 408 (the "Plan") and as more fully bounded and described in the Schedule I below; and

B. the Grantor's rights (to be shared with the owner of Lot B2) under a certain Agreement dated June 28, 1935 establishing an easement in favor of Grantor's predecessor in interest with respect to a 10 foot wide driveway, which Agreement is recorded in the Cumberland County

Registry of Deeds in Book 1474, Page 169 (the "Easement Agreement").

The foregoing easements shall be collectively referred to as the Driveway.

The Driveway is to be used by Grantee solely for the non-commercial passage of pedestrians and vehicles between Hodgins Street and the parking area on Lot B2 as shown in said Plan and for vehicle turning. Grantee acknowledges that its rights and the easement hereunder provided are appurtenant to and provided solely and exclusively for the use and benefit of Lot B1. The Driveway shall not be used for any other purpose including but not limited to parking, recreation or any other use which will block or impair the use of the Driveway except for a utility easement expressly reserved to the Grantor and others as referenced elsewhere herein. The use of that portion of the Driveway described in Paragraph A shall not unreasonably interfere with any Utility Service located in, on or over that portion. Grantee shall not be entitled to convey any partial interest in or rights with respect to the Driveway to any person except in connection with a conveyance of all of Grantee's interest in the benefitted parcel.

Grantee further acknowledges that the rights and easements granted hereunder are to be shared by the owners of Lot B1 and Lot B2. Grantor and Grantor's heirs successors and assigns, with respect to Lot B2, and Grantee and Grantee's heirs, successors and assigns, with respect to Lot B1, by accepting this deed, agree to share all costs for maintenance of the Driveway equally. The term "maintenance" shall mean snow removal, maintaining proper drainage, removing tree limbs and brush that encroach on the driveway, grading and gravel or pavement patching or replacement and in general any act preserving the appearance, function and stability of the right-of-way for safe passage by the users of said Driveway. Maintenance shall not include improvements, upgrades, complete re-paving or widening. Nothing herein shall constitute a release or waiver of any rights of Grantor or Grantee with respect to the maintenance of said Driveway as set forth in said Easement Agreement described above.

Utility Easement

Reference is made to a certain utility easement set forth in an instrument from Christine M. Pasquale to Central Maine Power Company, et. al. dated September 17, 1951 and recorded in the Cumberland County Registry of Deeds in Book 2064, Page 169 ("Existing Utility Easement"). The within parcel is conveyed with the benefit of said the right, and with the benefit of an easement created hereby to construct, install, relocate and maintain Utility Service to Lot B1 along the Existing Utility Easement and to extend utility service over or under Lot B2 as such Utility Service serving Lot B1 currently exists and/or as such Utility Service may be modified, relocated or rebuilt in the future in, on, over or under the Driveway or Lot B2 as otherwise may be reasonably required to provide Utility Service to Lot B1 (the "Easement Area"). The utility easement provided for herein shall include the right to enter upon Lot B2 on a limited basis to implement the easement rights specified herein. Utility Service shall have the meaning as defined in 33 M.R.S.A. 458(2)(B). The Utility Service shall be constructed and maintained to the greatest extent practicable so as to minimize interference with the use of the Easement Area by the owner of either Lot B1 or B2. The owner of Lot B1 shall restore the surface of the Easement Area wherever disturbed in the exercise of the easement rights hereunder, as closely as reasonably practicable to the condition of such surface before being disturbed. The utility equipment existing or to be installed in the Easement Area for the exclusive

use of Lot B1 pursuant to this easement shall remain the property of the owner of Lot B1, who shall be responsible for all maintenance and repair of such equipment. The utility equipment existing or to be installed in the Easement Area for the exclusive use of Lot B2 pursuant to this easement shall remain the property of the owner of Lot B2, who shall be responsible for all maintenance and repair of such equipment. The utility equipment existing or to be installed in the Easement Area for the joint use of Lots B1 and B2 shall be jointly owned by the owners of each such lot, who shall be jointly responsible for all maintenance and repair of such equipment.

Except to the extent that a contrary intent is set forth herein, it is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein as are appurtenant to the real estate, shall run with the land and create equitable servitudes in favor of the real property benefitted thereby and against the real property burdened thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit or burden of the respective parties and their successors, assigns, heirs, and personal representatives, as the context appropriately requires.

Schedule 1 - Shared Driveway Description

A certain lot or parcel of land situated on the northeasterly sideline of Hodgins Street, in the City of Portland, County of Cumberland, and State of Maine, being more particularly bounded and described as follows:

Beginning at a #5 steel rebar with survey cap #2124 set on the apparent northeasterly sideline of Hodgins Street at the westerly corner of land described in a deed to Aran K. Meara, dated June 30, 2006 and recorded at the Cumberland County Registry of Deeds in Book 24130, Page 93, as depicted on a plan entitled "Plan Depicting The Results Of A Boundary Survey Made For Kenneth M. Cournoyer, Northeasterly Sideline Of Hodgins Street & Northwesterly Sideline Of Veranda Street, Portland, Maine", dated March 22, 2011, last revised June 6, 2011 by James D. Nadeau, LLC Professional Land Surveyors, Portland, Maine;

Thence N66°50'08"E along said land now or formerly of Meara, a distance of forty-nine and ninety-four hundredths (49.94') feet to a #5 steel rebar with survey cap #2124 set at the northerly corner of said land now or formerly of Meara;

Thence S23°09'52"E continuing along said land now or formerly of Meara, a distance of twenty-one and twenty-seven hundredths (21.27') feet to a #5 steel rebar with survey cap #2124 to be set marking the southerly corner of the herein described parcel;

Thence N66°50'08"E through land of the herein grantor, a distance of nineteen and no hundredths (19.00') feet to the easterly corner of the herein described parcel;

Thence N23°09'52"W continuing through land of the herein grantor, a distance of twenty-six and twenty-seven hundredths (26.27') feet to the northerly corner of the herein described parcel;

Thence S66°50'08"W continuing through land of the herein grantor, a distance of sixty-eight and

ninety-four hundredths (68.94') feet to the westerly corner of the herein described parcel on said northeasterly sideline of Hodgins Street;

Thence S23°09'52"E along said northeasterly sideline of Hodgins Street, a distance of five and no hundredths (5.00') feet to the Point of Beginning.

Total area of the herein described parcel equals approximately 749 square feet. The bearings in this description are based on the magnetic meridian north 2011.