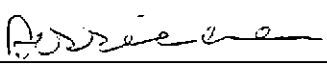



DLN: 1001840025242

**QUITCLAIM DEED**  
Maine Statutory Short Form

**KNOW ALL PERSONS BY THESE PRESENTS**, That I, **Lucas Higgins** of Portland, County of Cumberland and State of Maine, for consideration paid, grant to **Grace and Truth, LLC**, a Maine limited liability company with a mailing address of P.O. Box 5143, Portland, ME 04101, with **QUITCLAIM COVENANT**, the real property situated in the City of Portland, County of Cumberland and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 17<sup>th</sup> day of April, 2018.

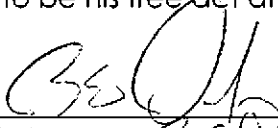
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Lucas Higgins

State of Maine  
County of Cumberland

April 17, 2018

Personally appeared before me the above named Lucas Higgins and acknowledged the foregoing instrument to be his free act and deed.

  
\_\_\_\_\_  
Print Name: REO DANIELSON  
Notary Public  
My Commission Expires: \_\_\_\_\_

### Exhibit A

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of Forest Avenue, leading from Morrill's Corner to Pride's Bridge, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Starting at the northeasterly corner of land now or formerly of Kathryn J. and Jeremiah E. Grady as described in Book 6222, Page 309, at the Cumberland County Registry of Deeds; thence S 55° 19' 55" E by and along the southwesterly sideline of said Forest Avenue 20.00 feet to a point; thence S 46° 31' 58" W a distance of 84 feet to a point, BEING THE POINT OF BEGINNING, thence N 55° 19' 55" W, and parallel with Forest Avenue, a distance of 45 feet to a point; thence S 39° 43' 09" E, a distance of 15 feet to a point; thence N 55° 19' 55" W, parallel with Forest Avenue, to land of now or formerly of Allen; thence S 39° 43' 09" W to a point; thence S 40 ½° E, 4 rods and 7 links to a point; thence N 46° 31' 58" E a distance of 83.92' to the point of beginning.

Together with and subject to a perpetual cross easements for the installation, maintenance, repair and replacement of any and all utility lines, pipes, poles, meters and other utility facilities, if any, that service the parcels located at 1312 Forest Avenue and the adjoining parcel located at 1314 Forest Avenue which now cross the other parcel. The owners of 1312 Forest Avenue and 1314 Forest Avenue are hereafter collectively referred to as the "Landowners". This cross easement includes the right, in the event that it is reasonably necessary, and does not unreasonably encroach, to expand, relocate, or install (including any future and presently unknown) utilities by and through the land of the adjoining premises.

This conveyance is subject to and benefitted by mutual agreement with the adjoining premises for a common driveway, parking easements and shared maintenance as follows:

1. The owner of 1312 Forest Avenue shall have an easement over the land at 1314 Forest Avenue to use a 20' wide common driveway as shown in the attached plan. The owner of 1312 Forest Avenue shall have an easement over the land at 1314 Forest Avenue to use parking spaces 6, 7, 8, and 9 as shown in the attached plan. Neither Landowner may interfere with traffic or other ingress and egress in common access area.
2. The Landowners agree to share the costs to maintain the common driveway and all of the parking areas shown on the attached plan, with the owner of 1312 Forest Avenue paying one-third of the costs and the owner of 1314 Forest Avenue paying two thirds of the costs.
3. The respective rights identified herein run with the land to the respective Landowners, their heirs, successors and assigns.
4. The term "maintenance" as herein used, shall be deemed to include:
  - a. Maintaining the width and surface of the common way and the parking areas;
  - b. Maintaining existing drainage systems, culverts, and mechanisms;
  - c. Snowplowing the common way areas and the parking areas to remove snow accumulation when necessary.

5. The decisions related to the usual and ordinary maintenance shall be determined by agreement of the Landowners.
6. The Landowners shall be required to repair any damage caused to the common driveway by them, individually or by their agents, invitees, or guests.
7. The Landowners agree that all mortgages of any property which abuts or is accessed by said subject driveway way, and the successors, administrators and assigns of said mortgages, including but not limited to all FHA, HUD or VA insured mortgage interests on said properties, shall be considered third party beneficiaries of this easement and maintenance agreement.
8. The Landowners shall agree to a reasonable level of maintenance for the common driveway access area and parking areas. If any Landowner unreasonable fails to agree and pay his, her or its share of the maintenance fees as properly required for prudent maintenance pursuant to this Agreement, the other Landowner may commence an arbitration action.
9. There is currently one water and sewer account for the two buildings. A new water and sewer service will be installed in the near future for 1312 Forest Avenue. Until then, the water and sewer will be billed to the owner of 1314 Forest Avenue. The owner of 1312 Forest shall pay one third of the water and sewer bill within 10 days of hand delivery or postmark. Failure to pay within 10 days shall result in a 10% premium due to the owner of 1314 Forest Avenue. Additionally, the failure to pay within 10 days of the notice, shall entitle the owner of 1314 Forest Avenue to place a lien on the premises at 1312 Forest Avenue, and commence collection actions which shall include attorneys' fees, costs, and interests at 18%, in addition to the above late payment penalty. No arbitration is applicable in a failure to pay situation, unless there is an allegation that an ambiguity of this paragraph must be addressed.

In the event of any dispute regarding the utility cross-easements, shared common driveway, parking easements, maintenance obligations, or the water and sewer provisions, binding arbitration will be required. In general, the fees of the arbitrator shall be shared by the parties. However, if an arbitrator finds that arbitration was required because a party or parties took a position that demonstrates they were not acting reasonably, or not acting in good faith, the arbitrator may award to the prevailing party all, or any other portion, of their fees and expenses, including reasonable attorney's fees, incurred pursuant to the arbitration action to be paid by the losing party. The award of the arbitrator shall be enforceable by a court of competent jurisdiction.

Meaning and intending to convey and hereby conveying the same premises as set forth in deed from Diona M. Roberg to Lucas M. Higgins dated December 29, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34565, Page 243.