

ACCESS EASEMENT

ESPME, LLC, a Maine limited liability company with an address of P.O. Box 1044, Sudbury, MA 01776 (the “Grantor”), grants to the **CITY OF SOUTH PORTLAND**, a Maine municipal corporation with a mailing address of 25 Cottage Road, South Portland, ME 04106 (the “City”), a perpetual non-exclusive easement over that portion of the Grantor’s land as shown as the “Access Easement to the City of South Portland” (the “Easement Area”), as set forth on the “First Amended Subdivision Plan of The Enclave at South Portland” prepared by Sebago Technics dated April 6, 2022, last revised May 19, 2023, and recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 207 (the “Plan”), for the purposes of vehicle and pedestrian passage over the roadways to be constructed by Grantor within the Easement Area and more particularly described as “**Road A**,” “**Road B**,” and “**Road C**” (the “Roadways”). For Grantor’s source of title to the Easement Area, reference is made to a deed from the JDR Trust II to the Grantor dated April 13, 2023 and recorded in the Cumberland County Registry of Deeds in Book 40071, Page 340.

Grantor shall be responsible for all maintenance, upkeep and repair of the Easement Area, and may temporarily restrict or prohibit public access to the Easement Area as necessary in connection with such work or in connection with the maintenance, upkeep and repair of the surrounding area.

Reserving to the Grantor, its successors and assigns, the use and enjoyment of the Easement Area for all purposes as are not inconsistent with and shall not materially interfere with the use thereof for the above-referenced purposes, including the right, but not the obligation, to install and maintain related fixtures and items such as lighting, signage, fencing, drainage facilities, ramps, landscaping and other similar items.

Notwithstanding anything herein to the contrary, Grantor shall have the right to use, and may grant others the right to use, the Easement Area for the storage of construction vehicles, equipment and materials and for other uses in connection with the Grantor’s construction of the proposed residential development known as The Enclave at South Portland at South Main Street, as further outlined on the Plan (the “Project”), and by its acceptance hereof the City acknowledges that the use of the Easement Area by the City shall not commence until the Roadways have been constructed.

[SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and sealed by Lawrence Smith, Manager of ESPME, LLC, thereunto duly authorized, this 16 day of NOVEMBER, 2023.

WITNESS:

[Handwritten Signature]

ESPME, LLC

By: [Handwritten Signature]
Name: Lawrence Smith
Title: Manager

STATE/Commonwealth of MA
COUNTY OF Middlesex ss. Nov 16, 2023

Personally appeared the above named Lawrence Smith in his capacity as the manager of ESPME, LLC and acknowledged the foregoing access easement to be his free act and deed in such capacity and the free act and deed of said ESPME, LLC.

Before me, [Handwritten Signature]
Attorney-at-Law/Notary Public
Brendan York
Print Name
My commission expires: 3/8/24



BRENDAN R. YORK
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 8, 2024