

Upon Recording Return To:
Preti Flaherty Beliveau & Pachios, LLP
One City Center, Penthouse
P.O. Box 9546
Portland, ME 04112-9546
Attn: Jason G. Howe, Esq.

EASEMENT AGREEMENT

This ROAD EASEMENT AGREEMENT (this “Easement Agreement”) is made by and between **ALRIG USA ACQUISITIONS, LLC**, a Michigan limited liability company, with a mailing address of 30200 Telegraph Road, Suite 205 Bingham Farms, MI 48025 (together, “Grantor”) and **CITY OF SACO, MAINE**, a Maine municipality with a place of business in and a mailing address of 300 Main Street, Saco, Maine 04072 (“Grantee”). Grantor and Grantee are each a “Party” and collectively the “Parties”.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises herein made, the Parties, intending to be legally bound, hereby agree as follows:

1. Grantor Property. Grantor holds right, title, and interest to real property located at 507 Main Street, Saco, Maine pursuant to a Purchase and Sale Agreement with the current owner, 507 Main Street LLC as Seller, to Grantor dated October 27, 2020 (the “Property”).
2. Easement Area. The “Easement Area” is defined as the area in rectangular located along the southeasterly boundary of the Property within the area labeled “Easement” on the attached Exhibit A, which exhibit is incorporated herein by reference (“Easement Area”).
3. Grant of Easement. Subject to the conditions and contingencies contained anywhere in this instrument, Grantor hereby grants to Grantee, its successors and assigns (the “Grantee”), with WARRANTY COVENANTS, for the benefit of the Grantee, a perpetual, non-exclusive easement for the construction and maintenance of the a new public way to connect Stockman Avenue (so called) and Smith Lane (so called) (the “New Road”) over and across the Easement Area (collectively, such rights hereunder granted being called the “Easement”). The grant of the Easement is expressly conditioned on satisfaction of all obligations of Grantee set forth in this instrument, all of which are continuing and ongoing obligations of Grantee. During construction of the New Road, Grantee shall ensure that vehicles and equipment do not damage the Property of Grantor (and if so, shall repair at its sole cost), and that no vehicles or equipment shall block any entrance or exit to the Property.
4. Consideration from City of Saco. As consideration in exchange for the Easement granted hereunder, the occurrence of which following conditions or conditions precedent to the current and future existence and validity of the Easement (it being understood that a failure by the City of Saco or its agents to meet the following conditions shall render the Easement voidable at Grantor’s sole discretion), the City of Saco agrees that:

- a. Grantee shall have approved Grantor's Contract Zone Application in the same, or substantially the same form and substance (any changes, however minor, being at Grantor's discretion). For the avoidance of doubt, all requested elements of the Contract Zone before the Council as of May 2021 must be included in the final Contract Zone Agreement.
 - b. No rights under the Easement shall be exercised until all Grantee has obtained all necessary right title and interest in any abutting or nearby property as necessary to construct the New Road.
 - c. For all land use, zoning, and other municipal purposes, the Grantee agrees to treat the Easement Area as open, undeveloped greenspace for purposes of all municipal and other considerations, including without limitation, any density, net developable area, impermeable surface, or set back calculations, among others.
 - d. Grantee will indemnify, defend, and hold Grantor harmless from any and all claims arising out of the Easement, including, without limitation, reasonable attorneys fees and costs of court, and for the further avoidance of doubt, all claims by third parties which are in any way related to the negotiation or validity of this instrument, or in relation to the construction or use of the Easement.
 - e. Upon obtaining all necessary rights to build the New Road, but prior to commencing development of the New Road, the Grantee shall provide Grantor ninety (90) days written notice of Grantee's intent to so commence, and shall permit Grantor to relocate its entrance from Smith Lane to the New Street (it being understood that such relocation shall be at Grantee's sole and exclusive discretion). In the event Grantor so elects, Grantor shall be permitted to close its smith street entrance and replace the area with parking spaces or other similar uses as otherwise permitted on the Property.
6. Duration. Subject to the conditions set forth in Section 5 and 8, this Easement shall be perpetual and shall run with the Property.
 7. Successors and Assigns. This Easement Agreement and, the Easement granted herein, inures to, and benefits and burdens the Parties and their respective successors and assigns and the owners of the Property and the City, it being understood that while the City may assign its rights hereunder, no such assignment shall be effective unless the City remains jointly and severally liable for the performance of any/all requirements or covenants under this instrument.
 8. Contingent Requirements. Notwithstanding anything else in this instrument to the contrary, this Easement shall only be or become effective (and shall not be recorded until) Grantor closes on fee ownership of the Property. Further, the right of Grantee to use the easement area as set forth in this instrument shall not accrue until the Grantee obtains right title and interest in property as would be necessary to build the New Road, it being the intent, for the avoidance of doubt, that no rights hereunder shall accrue until the New Road is permitted to be developed.

WITNESS our hands and seals as of this _____ day of _____, 2021.

(Signatures on Separate Pages Below)

WITNESS:

GRANTOR:
ALRIG USA ACQUISITIONS LLC

By:
Its:

STATE OF _____
COUNTY OF _____

Personally appeared the above named _____, its
_____ of Alrig USA Acquisitions LLC and severally acknowledged before me the
foregoing instrument to be their free acts and deed in their said capacity and the free act and deed
of said Company.

Notary Public/Attorney at Law
Print Name: _____
My Commission Expires: _____
[Affix Notarial Seal]

(City of Saco Signature Below)

WITNESS:

Grantee:
CITY OF SACO

By:
Its:

STATE OF MAINE
COUNTY OF _____

Personally appeared the above named _____, _____ of City of Saco and acknowledged before me the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of City of Saco.

Notary Public/Attorney at Law
Print Name: _____
My Commission Expires: _____
[Affix Notarial Seal]

(Exhibit A Appears Below)

Exhibit A
(Easement Area)

