

WARRANTY DEED  
PORTSIDE CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that PORTSIDE RESIDENCES, LLC, a Maine limited liability company with an office address of 11 Corporate Drive, Belmont, New Hampshire 03220 (“Grantor”), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by \_\_\_\_\_ (“Grantees”), whose mailing address is \_\_\_\_\_, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Grantees, as joint tenants and not as tenants in common, their heirs and assigns forever, certain real estate situated in the City of Portland, County of Cumberland and State of Maine and being more particularly described as follows:

Unit No. \_\_\_\_ in Portside Condominium, a condominium situated in the City of Portland, County of Cumberland and State of Maine, created pursuant to a Declaration under the Maine Condominium Act of the Maine Revised Statutes Annotated, as amended, Title 33, Chapter 31 et seq., which Declaration is dated \_\_\_\_\_, 201\_\_ and recorded in the Cumberland County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Declaration”), which Declaration is incorporated herein by reference.

Any and all rights, easements, privileges and appurtenances belonging to the Unit are hereby conveyed.

This conveyance is subject to the terms, conditions, agreements, covenants, restrictions, obligations and easements contained or referenced in the above-referenced Declaration.

The Unit is conveyed together with the perpetual, exclusive and appurtenant right and easement to access and use one (1) parking space located on property of Fore India Middle, LLC adjacent to Portside Condominium, said property being Lot 2 as shown on a subdivision plan entitled “Subdivision Plan of Hotel, Restaurant & Portside Residences, 207 & 209 Fore Street, Portland, Maine” dated February 8, 2010, as most recently revised on April 23, 2010, and recorded in the Cumberland County Registry of Deeds in Plan Book 210, Page 194, which access and use shall be in accordance with and subject to the terms and conditions of a certain Revised and Restated Parking Agreement by and between Old Port Hospitality, LLC (“Old Port”) and said Fore India Middle, LLC (“Fore India Middle”), dated August 23, 2010, and recorded in the Cumberland County Registry of Deeds in Book 28022, Page 242 (the “Parking Agreement”). Said one (1) parking space shall be parking space number \_\_\_\_ located in the Parking Lot described in the Parking Agreement and shown on the Parking Lot Plan attached as Exhibit A to the Parking Agreement (the “Initial Parking Space”). The Initial Parking Space is subject to temporary off-site relocation and permanent on-site replacement as provided in the Parking Agreement. The Initial Parking Space and any temporary relocated space or permanent replacement space as provided in the Parking Agreement are hereinafter collectively referred to as the “Parking Space.” The Grantees, and their heirs and assigns, will not be required to pay any fees for the use of the Parking Space nor will they have any maintenance or repair obligations of any kind with respect to the Parking Space or any other portions of the Parking Lot described in

the Parking Agreement. The Grantees, and their heirs and assigns, shall have all remedies available under Maine law in the event of the failure of Old Port or Fore India Middle to meet their respective obligations under the Parking Agreement.

The Grantees acknowledge and agree, for themselves and their heirs and assigns, that Old Port and its successors and assigns shall have the right to enter into such future amendments to the Parking Agreement with Fore India Middle and its successors and assigns, as Old Port and its successors and assigns shall deem necessary, without the consent of the Grantees or their heirs or assigns, so long as any such amendment does not materially and adversely affect the right and easement of Grantees or their heirs and assigns to use the Parking Space in accordance with the terms of the Parking Agreement and this Deed.

TO HAVE AND TO HOLD the aforegranted and bargained premises, together with all the privileges and appurtenances thereunto belonging, to the said Grantees, as joint tenants and not as tenants in common, their heirs and assigns, to them and their own use and behoof forever.

AND the Grantor does covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all encumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantees to hold as aforesaid; and that it and its successors shall and will warrant and defend the premises to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, PORTSIDE RESIDENCES, LLC has caused this instrument to be executed by Mark G. V. Woglom, its Manager, thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

WITNESS:

PORTSIDE RESIDENCES, L.L.C.

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By: \_\_\_\_\_  
Mark G. V. Woglom  
Its Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

\_\_\_\_\_, 200\_

Personally appeared the above-named Mark G. V. Woglom, Manager of Portside Residences, LLC, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Portside Residences, LLC.

Before me,

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Notary Public/Attorney at Law

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Print name