

RELEASE AND EASEMENT AGREEMENT

This Release and Easement Agreement (the “Agreement”) is by and between **REDFERN MUNJOY, LLC**, a Maine limited liability company (“Redfern”), with a place of business in Portland, Maine and a mailing address of _____, Portland, Maine 04____, owner of premises described in deeds recorded in the Cumberland County Registry of Deeds set forth on Exhibit A attached hereto and made a part hereof, and **PHILLIP J. RANDO JR.** (“Rando”), an individual with a mailing address of 196 Sheridan Street, Portland, Maine 04101, for benefit of premises of Rando at 196 Sheridan Street, Portland, Cumberland County, Maine, conveyed by deed from Bruce W. Shoebottom and Kim Shoebottom dated September 3, 1999 and recorded in said Registry in Book 15029, Page 300 (the “Rando Parcel”).

Whereas, Redfern is acquiring property on the northeasterly and southwesterly sides of Sheridan Street in Portland including property abutting the Rando Parcel for the development of a residential condominium/subdivision (“Munjoy Heights”).

Whereas, Rando and owners of residential units (“Units” or individually, a “Unit”) in the Munjoy Heights subdivision (“Unit Owners” or individually, a “Unit Owner”) will use a portion of Sheridan Street jointly and wish to clarify their respective ownership rights and easement rights.

Now Therefore, Redfern and Rando, for one dollar and other sufficient consideration paid and received including the grants and covenants hereinafter set forth, do hereby make the following grants of real property interests and agreements:

1. Grants from Rando to Redfern:

Rando releases to Redfern, its successors and assigns, all interest in Sheridan Street westerly of the westerly sideline of Walnut Street, excepting and reserving:

- a. The rights and easements expressly granted in Paragraph 2 herein.
- b. The portion of Sheridan Street abutting the northeasterly sideline of the Rando Parcel, being a parcel approximately thirteen (13) feet deep and running the length of such northeasterly sideline. **[A metes and bounds description will be inserted.]**

2. Grants from Redfern to Rando:
 - a. Redfern grants to Rando an easement in common with others for ingress and egress on foot and with vehicles and for utility services in the portion of Sheridan Street lying westerly of Walnut Street and easterly of the extension northeasterly of the northwesterly sideline of the Rando Parcel, excluding the area abutting **[McAdam – need to insert metes and bounds description - a parcel approximately thirteen (13) feet deep along the northeasterly sideline of the McAdam Parcel]**. The easement is appurtenant to the Rando Parcel and shall run with the land. Redfern shall construct, repair and maintain the driveway in accordance with the condominium declaration and plats and plans to be recorded regarding Munjoy Heights (the “Condominium Documents”) and Rando agrees to use the driveway as designed and constructed for the condominium. Redfern shall construct, repair and maintain a driveway apron from the driveway to the Rando Parcel. Redfern will be responsible for the installation, repair and maintenance of the utility services, including connections to the improvements on the Rando Parcel, which utility services shall be installed underground to the extent possible. Rando will be responsible for payment of utility services, which shall be separately metered. Redfern will be responsible for all costs for construction, repair and maintenance related to the easements granted herein, including snowplowing and landscaping. The easement will be subject to a Trail Easement granted to Portland Trails.
 - b. Redfern agrees to include Rando in the trash pickup provisions of the Condominium Documents and will not assess any charges to Rando unless and until the number of dwelling units on the Rando Parcel increases to more than 3 units. At such time as there are more than 3 dwelling units on the Rando Parcel the parties agree that Rando shall pay a reasonable assessment for the trash pickup services.
3. The terms of this Agreement, including all obligations and rights of the parties hereto, are intended to run with ownership of the affected lands. The acceptance of a deed or mortgage to any portion of the affected lands, or the entering into a lease or other occupancy of any such portion shall constitute an agreement that the covenants and restrictions set forth in this Agreement are accepted and ratified by such grantee, mortgagee, tenant, or occupant. All of such provisions shall be covenants running with the land and shall bind any persons having at any time any interest or estate in the affected lands or any portion thereof as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.
4. Each party shall be liable for the performance of all covenants, obligations and undertakings set forth in this Agreement, but only to the extent such covenants, obligations or undertakings accrue during the period in which such party owns the affected lands or any portion thereof.

5. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

6. Rando, for himself and his heirs, successors and assigns, agrees to indemnify and hold harmless Redfern, its successors and assigns, with respect to all liability for any damages, loss or injury suffered by anyone as a result of the exercise of the rights and easements set forth herein, (except use of the easement area by Redfern, its successors and assigns) and with respect to all liability for any claims or expenses which arise out of or are connected with the exercise of such rights and easements, including reasonable attorneys' fees and legal expenses incurred in relation to any such claims. Rando and his heirs, successors and assigns shall maintain liability insurance which covers the exercise of the easement.

IN WITNESS WHEREOF, the said Redfern Munjoy, LLC has caused this instrument to be executed by Jonathan Culley, its Manager, hereunto duly authorized, as of the ___ day of ____, 20__.

Redfern Munjoy, LLC, a Maine limited liability company

Witness: _____

By: _____
Jonathan Culley
Its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 20__

Then personally appeared Jonathan Culley, Manager of Redfern Munjoy, LLC, and acknowledged the foregoing instrument to be his free act in his said capacity and the free act and deed of the limited liability company.

Before me,

Notary Public/Attorney at Law

IN WITNESS WHEREOF, the said Phillip J. Rando Jr. has executed this instrument, as of the day of ____, 20__.

Witness: _____

Phillip J. Rando Jr.

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 20__

Then personally appeared Phillip J. Rando Jr. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney at Law

Exhibit A
Source Deeds for Redfern Munjoy LLC

RELEASE AND EASEMENT AGREEMENT

This Release and Easement Agreement (the “Agreement”) is by and between **REDFERN MUNJOY, LLC**, a Maine limited liability company (“Redfern”), with a place of business in Portland, Maine and a mailing address of _____, Portland, Maine 04____, owner of premises described in deeds recorded in the Cumberland County Registry of Deeds set forth on Exhibit A attached hereto and made a part hereof, and **THOMAS J. MCADAM** (“McAdam”), an individual with a mailing address of 92 Exchange Street, Portland, Maine 04101, for benefit of premises of McAdam at 87 Walnut Street, Portland, Cumberland County, Maine, conveyed by deed from Walnut Street Corporation dated March 29, 2000 and recorded in said Registry in Book 15392, Page 54 (the “McAdam Parcel”).

Whereas, Redfern is acquiring property on the northeasterly and southwesterly sides of Sheridan Street in Portland including property abutting the McAdam Parcel for the development of a residential condominium/subdivision (“Munjoy Heights”).

Whereas, McAdam and owners of residential units (“Units” or individually, a “Unit”) in the Munjoy Heights subdivision (“Unit Owners” or individually, a “Unit Owner”) will use a portion of Sheridan Street jointly and wish to clarify their respective ownership rights and easement rights.

Now Therefore, Redfern and McAdam, for one dollar and other sufficient consideration paid and received including the grants and covenants hereinafter set forth, do hereby make the following grants of real property interests and agreements:

1. Grants from McAdam to Redfern:
 - a. McAdam releases to Redfern all interest in Sheridan Street westerly of the westerly sideline of Walnut Street, excepting and reserving:
 - i. The rights and easements expressly granted in Paragraph 2 herein.
 - ii. The portion of Sheridan Street abutting the northeasterly sideline of the McAdam Parcel, being a parcel approximately thirteen (13) feet deep and running the length of such northeasterly sideline, on which the brick patio and fence existing in 2013 are located. **[A metes and bounds description will be inserted.]**

2. Grants from Redfern to McAdam:
 - a. Redfern grants to McAdam an easement in common with others for ingress and

egress on foot and with vehicles in the portion of Sheridan Street lying westerly of Walnut Street and easterly of the extension northeasterly of the northwesterly sideline of the McAdam Parcel. The easement is appurtenant to the McAdam Parcel and shall run with the land. Redfern shall construct, repair and maintain the driveway in accordance with the condominium declaration and plats and plans to be recorded regarding Munjoy Heights (the "Condominium Documents") and McAdam agrees to use the driveway as designed and constructed for the condominium. Redfern will be responsible for all costs of construction, repair and maintenance related to the easement granted herein, including snowplowing and landscaping. The easement will be subject to a Trail Easement granted to Portland Trails.

3. The terms of this Agreement, including all obligations and rights of the parties hereto, are intended to run with ownership of the affected lands. The acceptance of a deed or mortgage to any portion of the affected lands, or the entering into a lease or other occupancy of any such portion shall constitute an agreement that the covenants and restrictions set forth in this Agreement are accepted and ratified by such grantee, mortgagee, tenant, or occupant. All of such provisions shall be covenants running with the land and shall bind any persons having at any time any interest or estate in the affected lands or any portion thereof as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.
4. Each party shall be liable for the performance of all covenants, obligations and undertakings set forth in this Agreement, but only to the extent such covenants, obligations or undertakings accrue during the period in which such party owns the affected lands or any portion thereof.
5. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
6. McAdam, for himself and his heirs, successors and assigns, agrees to indemnify and hold harmless Redfern, its successors and assigns, with respect to all liability for any damages, loss or injury suffered by anyone as a result of the exercise of the rights and easements set forth herein, (except use of the easement area by Redfern, its successors and assigns) and with respect to all liability for any claims or expenses which arise out of or are connected with the exercise of such rights and easements, including reasonable attorneys' fees and legal expenses incurred in relation to any such claims. McAdam and his heirs, successors and assigns shall maintain liability insurance which covers the exercise of the easement.

IN WITNESS WHEREOF, the said Redfern Munjoy, LLC has caused this instrument to be executed by Jonathan Culley, its Manager, hereunto duly authorized, as of the ___ day of ____, 20__.

Redfern Munjoy, LLC, a Maine limited liability company

Witness: _____

By: _____
Jonathan Culley
Its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 20__

Then personally appeared Jonathan Culley, Manager of Redfern Munjoy, LLC, and acknowledged the foregoing instrument to be his free act in his said capacity and the free act and deed of the limited liability company.

Before me,

Notary Public/Attorney at Law

IN WITNESS WHEREOF, the said Thomas J. McAdam has executed this instrument, as of the day of ____, 20__.

Witness: _____

Thomas J. McAdam

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 20__

Then personally appeared Thomas J. McAdam and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney at Law

Exhibit A
Source Deeds for Redfern Munjoy LLC

Proposed Description For A Deed

Redfern Munjoy, LLC

To

Thomas J. McAdam

(2131381D2)

A certain lot or parcel of land situated on the northwesterly sideline of Walnut Street and the southwesterly sideline of Sheridan Street (f/k/a Poplar Street), in the City of Portland, County of Cumberland, and State of Maine, being more particularly bounded and described as follows:

Beginning at the intersection of the apparent northwesterly sideline of Walnut Street and apparent southwesterly sideline of Sheridan Street, at the southerly corner of the herein described parcel, also being the easterly corner of land described in a deed from Walnut St. Corporation to Thomas J. McAdam, dated March 29, 2000, and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 15392, Page 54;

Thence N33°09'53"W along said southwesterly sideline of Sheridan Street and the northeasterly sideline of said land of McAdam, a distance of fifty-six (56') feet, more or less, to the westerly corner of the herein described parcel, the northerly corner of said land of McAdam, and the easterly corner of land described in a deed from Bruce W. Shoebottom and Kim Shoebottom to Phillip J. Rando Jr., dated September 3, 1999 and recorded in CCRD Book 15029, Page 300;

Thence N56°50'07"E through said Sheridan Street, a distance of eleven and seventy-five hundredths (11.75') feet to the northerly corner of the herein described parcel;

Thence S33°09'53"E continuing through said Sheridan Street, a distance of fifty-five (55') feet, more or less, to the easterly corner of the herein described parcel on said northwesterly sideline of Walnut Street;

Thence S50°17'33"W along said northwesterly sideline of Walnut Street, a distance of eleven and eighty-three hundredths (11.83') feet to the point of beginning.

Total area of the herein described parcel equals 650 square feet, more or less. The bearings in this description are based on Grid North, MSPC NAD83, 1802 (West Zone).

Meaning and intending to describe a portion of Sheridan Street, which was "Statutorily Vacated by Omission from the City Council Order #84 in 1997", to be reserved by Thomas J. McAdam, as depicted on a plan entitled "*Plan Depicting A Proposed Subdivision Made For Redfern Munjoy LLC, P.O. Box 8816, Portland, ME 04104, Munjoy Heights, Sheridan Street, East Cove Street, And Walnut Street, Portland, Maine*", dated December 6, 2013, to be revised by Nadeau Land Surveys, Portland, Maine.

Proposed Description For A Deed

Redfern Munjoy, LLC

To

Phillip J. Rando Jr.

(2131381D3)

A certain lot or parcel of land, with the buildings thereon, situated northwesterly of, but not adjacent to, the northwesterly sideline of Walnut Street, and on the southwesterly sideline of Sheridan Street (f/k/a Poplar 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 southwesterly sideline of Sheridan Street, at the southerly corner of the herein described parcel, also being the northerly corner of land described in a deed from Walnut St. Corporation to Thomas J. McAdam, dated March 29, 2000, and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 15392, Page 54, and the easterly corner of land described in a deed from Bruce W. Shoebottom and Kim Shoebottom to Phillip J. Rando Jr., dated September 3, 1999 and recorded in CCRD Book 15029, Page 300;

Thence N33°09'53"W along said southwesterly sideline of Sheridan Street and the northeasterly sideline of said land of Rando, a distance of sixty-three (63') feet, more or less, to the westerly corner of the herein described parcel, the northerly corner of said land of Rando, and the easterly corner of land described in a deed from Francis O'Connor and Nelson Nadeau to Redfern Munjoy LLC, dated December 4, 2013, and recorded in CCRD Book 31207, Page 50;

Thence N56°50'07"E through said Sheridan Street, a distance of eleven and seventy-five hundredths (11.75') feet to the northerly corner of the herein described parcel;

Thence S33°09'53"E continuing through said Sheridan Street, a distance of sixty-three (63') feet, more or less, to the easterly corner of the herein described parcel;

Thence S56°50'07"W continuing through said Sheridan Street, a distance of eleven and seventy-five hundredths (11.75') feet to the point of beginning.

Total area of the herein described parcel equals 740 square feet, more or less. The bearings in this description are based on Grid North, MSPC NAD83, 1802 (West Zone).

Meaning and intending to describe a portion of Sheridan Street, which was "Statutorily Vacated by Omission from the City Council Order #84 in 1997", to be reserved by Phillip J. Rando Jr., as depicted on a plan entitled "*Plan Depicting A Proposed Subdivision Made For Redfern Munjoy LLC, P.O. Box 8816, Portland, ME 04104, Munjoy Heights, Sheridan Street, East Cove Street, And Walnut Street, Portland, Maine*", dated December 6, 2013, to be revised by Nadeau Land Surveys, Portland, Maine.

