

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **REDFERN MUNJOY, LLC** (■Grantor●), a Maine limited liability company, owner of premises described in the Cumberland County Registry of Deeds in Book ____, Page ____, [the Nadeau and O'Connor parcel] for good and valuable consideration, hereby conveys to **BENJAMIN T. AUSTIN** and **WILLIAM R. BUSS** (■Grantees●), as Tenants in Common, with mailing address of 12 East Cove Street, Portland, for benefit of premises of the Grantees at 6 East Cove Street, Portland, Maine, described in Book 21521, Page 18, an easement as set forth below. This easement is appurtenant to the property of the Grantees and shall run with the land.

This easement is conveyed for the purpose of allowing Grantees to utilize the land of Grantor to the east of the retaining wall to be built by Grantor as depicted on Subdivision Plat for Munjoy Heights Condominium (“Grantor’s Project”) prepared by Nadeau Land Surveys, recorded in the said Registry in Plan Book ____, Page ____, a portion of which plan is attached hereto as Exhibit A. The applicable portion of Grantor’s premises on said Plan..... is identified as ■Parcel 3●, which reference is to the former owner. The easement shall include all of Grantor’s land to the west of the base of the retaining wall, including the land to the west of the southerly prolongation of the retaining wall.

During initial construction Grantor shall remove the Grantees’ encroaching deck and shall have full access Grantor’s premises for construction purposes necessary for Grantor’s Project. Grantor reserves the right to access the easement area for maintenance of the retaining wall and associated improvement and Grantor’s Project. In the event of access to the easement area by Grantor after initial construction is completed, Grantor shall reasonably restore the easement area to its previous condition.

Grantor also grants to Grantees an easement to maintain the apparent 0.9’ encroachment of Grantees’ building onto Grantor’s premises as shown in Exhibit A. Grantor shall have no right to access the land occupied by the building.

In part consideration of this easement, Grantees hereby relinquish any potential claim of adverse possession against Grantor regarding the deck area.

Grantees, their successors and assigns, agree to indemnify and hold harmless the Grantor with respect to all liability for any damages, loss or injury suffered by anyone as a result of the use of the easement, (except use of the easement area by Grantor, its successors and assigns) and with respect to all liability for any claims or expenses which arise out of or are connected with the use of the easement, including Grantor’s reasonable attorney’s fees and legal expenses incurred in relation to any such claims. Grantee, its successors and assigns, shall maintain liability insurance which covers the deck and the use 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, this ____ day of ____, 20__.

Redfern Munjoy, LLC

Witness

BY: _____
Jonathan Culley, 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.

Before me,

Notary Public/Attorney at Law