

## TRAIL EASEMENT

THIS TRAIL EASEMENT is made as of the \_\_\_\_\_ day of April, 2015, by and between **REDFERN MUNJOY, LLC**, a Maine limited liability company, with an office in Portland, Maine (hereinafter referred to as “Grantor”), and **PORTLAND TRAILS**, a Maine non-profit corporation with a place of business in Portland, Maine and a mailing address of 305 Commercial Street, Portland, Maine 04101 and the **CITY OF PORTLAND**, a municipal corporation with a mailing address at 389 Congress Street, Portland, Maine 04101 (hereinafter collectively referred to as “Grantee”).

### WITNESSETH

WHEREAS, Grantor is the owner of property on Sheridan Street, Portland, Maine more specifically described in various deeds recorded at the Cumberland County Registry of Deeds (hereinafter referred to as the “Premises”); and

WHEREAS, Grantor has agreed to grant to Grantee, or other qualified holder, a trail easement over a portion of the Premises as more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement for the purpose of constructing, maintaining, repairing, using and replacing an unpaved (unless paved by Grantor) foot path or walking trail within that portion of the Premises described below, together with improvements delineating such foot path or walking trail, and directional signs, for use by the general public, subject to the conditions and limitations set forth herein.
2. Location. The easement shall be a strip of land as described in Exhibits A and B attached hereto and incorporated by reference, generally following the location of Sheridan Street to Jack’s Path and also connecting to East Cove Street (hereinafter, the “Trail”). The design of the Trail and all improvements associated therewith shall be subject to the prior review and approval of Grantor, and its successor, being the contemplated Condominium Association, for compliance with this Easement, which approval shall not be unreasonably withheld. Provided, however, and notwithstanding anything to the contrary contained herein, Grantor reserves the right to relocate all or any portions of the Trail and associated improvements provided that all costs and expenses associated with such relocation shall be borne by Grantor so long as such new location reasonably provides connections with the Trail destinations.
3. Approvals. Grantor shall obtain any necessary federal, State or local permits and approvals required in connection with the construction of the Trail at its sole cost and

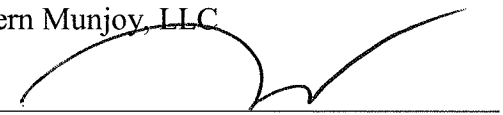
expense. Grantee shall cooperate to the extent by executing any application or other forms required for permits.

4. Use. The Trail shall be used solely by the general public for passive recreational uses from dawn to 10:00 p.m., limited to pedestrian and non-motorized bicycle traffic and shall exclude any and all motorized/mechanized wheeled/track recreational vehicles of any kind. Wheelchairs or other similar non-recreational vehicles shall be permitted. Grantor reserves the right to remove nuisance persons and activities.
5. Signs. Grantor shall install and maintain Trail signs through its property, with input from Portland Trails as to content and locations.
6. Duration. This Easement shall terminate and be of no further force and effect in the event that it shall pass from Grantee to any third party by grant, operation of law or otherwise without the prior written consent of Grantor, its successors or assigns except to a successor non-profit entity with a similar mission to that of Grantee or an assignment to the City of Portland or in the event that Grantee fails to comply with its obligations as set forth herein.
7. Maintenance. Grantor, and its successors, shall reasonably maintain the Trail for passive recreational uses except that Grantor shall be responsible for snow removal for the East Cove Trail connection on the condition that the path outside of the Grantor's property is unobstructed.
8. Indemnification. Portland Trails agrees to indemnify and hold harmless Grantor, its successors and assigns, from and against any loss, claim, damage, liability, expense or damage (including reasonable attorney fees) resulting from the exercise of rights granted in this Easement. Liability under this paragraph shall not apply personally to any director, officer, trustee, member or employee of Portland Trails or to any assets of Portland Trails and shall apply solely to Portland Trails' rights to insurance proceeds for and against any of the foregoing. Portland Trails agrees to provide primary insurance coverage for public use of the Trail and associated improvements, which insurance shall name Grantor as an additional insured. This indemnification and hold harmless agreement shall survive any termination of this Easement but shall apply solely to loss, claim, damage, liability, expense or damage arising out of acts or omissions occurring prior to the termination of this Easement.
9. Governing Law. This Easement shall be governed by the laws of the State of Maine. This Easement is intended to be a trail easement as defined under 33 M.R.S.A. § 1581, et seq., Grantor, by its delivery of this Easement, and Grantee, by its acceptance hereof, acknowledge and agree that this Easement is being granted to Grantee without charge for the purpose of recreational activities by the general public pursuant to and in accordance with 14 M.R.S.A. § 159-A and that Grantor shall have the benefit of the terms and provisions hereof.

10. Amendment. No amendment to this Easement shall be effective unless it is in writing and signed by both parties and duly recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their officers, thereunto duly authorized, as of the date first set forth above.

  
Witness

Redfern Munjoy, LLC  
By:   
Jonathan Culley, Manager

PORTLAND TRAILS

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Its: President

CITY OF PORTLAND

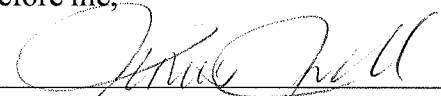
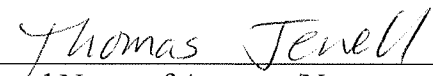
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

April \_\_\_\_\_, 2014

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

Before me,  
  
\_\_\_\_\_  
Attorney at Law/Notary Public  
  
\_\_\_\_\_  
Printed Name of Attorney/Notary

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

April \_\_\_\_\_, 2015

Then personally appeared the above-named \_\_\_\_\_, President of  
Portland Trails and acknowledged the foregoing instrument to be his free act and deed in his said  
capacity.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Printed Name of Attorney/Notary

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

April \_\_\_\_\_, 2015

Then personally appeared the above-named \_\_\_\_\_,  
of the City of Portland and acknowledged the foregoing instrument to be his/her free act and  
deed in his/her said capacity.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Printed Name of Attorney/Notary

**Exhibit A**  
**Redfern Munjoy, LLC**  
To  
**Portland Trails**  
**(2131381D8)**

A certain lot or parcel of land situated on the northwesterly sideline of Walnut 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 centerline of Sheridan Street, at the southerly corner of the herein described parcel, also being the easterly corner of land depicted as "To Be Claimed By McAdam" 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.

Thence N33°09'53"W along said centerline of Sheridan Street, being the northeasterly line of land "To Be Claimed By McAdam" and land "To Be Claimed By Rando" as depicted on said plan, a distance of one hundred sixteen and sixty-two hundredths (116.62') feet to the northerly corner said land "To Be Claimed By Rando";

Thence S56°50'07"W through said Sheridan Street and along said land "To Be Claimed By Rando", a distance of six (6') feet, more or less, to the southeasterly projection of the northeasterly sides of the planters for Units 19 through 24 as depicted on said plan;

Thence northwesterly continuing through said Sheridan Street along said northeasterly sides of the planters for Units 19 through 24, a distance of one hundred forty-two (142') feet, more or less;

Thence northerly continuing through said Sheridan Street, a distance of nine (9') feet, more or less, to the easterly corner of a 4' x 5' planter and the southeasterly projection of the northeasterly sides of the planters for Units 25 through 29 as depicted on said plan;

Thence northwesterly continuing through said Sheridan Street along said projection of the northeasterly sides of the planters for Units 19 through 24, a distance of eighteen (18') feet, more or less, being four (4') feet southeasterly of the easterly corner of the planter for Unit 25;

Thence southwesterly continuing through said Sheridan Street four (4') feet southeasterly of, and parallel to, the southeasterly side of the planter for Unit 25, a distance of ten (10') feet, more or less, to the southeasterly projection of the northeasterly side of Units 25 through 29;

Thence northwesterly continuing through said Sheridan Street along said projection of the northeasterly side of Units 25 through 29, a distance of four (4') feet, more or less, being four (4') feet southeasterly of the easterly corner of Unit 25;

Thence southwesterly continuing through said Sheridan Street four (4') feet southeasterly of, and parallel to, the southeasterly side of Unit 25, a distance of ten (10') feet, more or less, being four (4') feet northeasterly of the northwesterly projection of the northeasterly side of Units 19 through 24;

Thence southeasterly continuing through said Sheridan Street four (4') feet northeasterly of, and parallel to, the northwesterly projection of the northeasterly side of Units 19 through 24, a distance of eleven (11') feet, more or less, to the northeasterly projection of the southeasterly side of a four (4') foot wide stairway leading to East Cove Street as depicted on said plan;

Thence southwesterly continuing through said Sheridan Street and through Parcel 2 as depicted on said plan, along said southeasterly side of a four (4') foot wide stairway, a distance of twenty-two (22') feet, more or less, to the northeasterly side of a landing as depicted on said plan;

Thence southeasterly continuing through said Parcel 2, along said northeasterly side of a landing, a distance of eleven (11') feet, more or less, to the easterly corner of said landing, being seven (7') feet, more or less, northwesterly of the northwesterly side of Unit 24;

Thence southwesterly continuing through said Parcel 2, seven (7') feet northwesterly of, and parallel to, the northwesterly side of Unit 24, a distance of thirty-three (33') feet, more or less, to the northwesterly corner of a concrete retaining wall as depicted on said plan;

Thence southeasterly continuing through said Parcel 2 and East Cove Street, along the southwesterly face of said concrete retaining wall, a distance of seventy-five (75') feet, more or less, to the apparent southeasterly sideline of East Cove Street;

Thence S56°50'07"W along said southeasterly sideline of East Cove Street, a distance of ten and one tenth (10.1') feet to a #5 steel rebar with survey cap #2124 to be set at the northerly corner of land described in a deed from Shawn W. Casey to Benjamin T. Austin and William R. Buss, dated July 7, 2004 and recorded at the Cumberland County Registry of Deeds in Book 21521, Page 18;

Thence N33°09'53"W through said East Cove Street, a distance of fourteen and eighty-five hundredths (14.85') feet to the centerline of said East Cove Street;

Thence N56°50'07"E along said centerline of East Cove Street, a distance of seven (7') feet, more or less, to the southeasterly corner of a concrete retaining wall as depicted on said plan;

Thence northwesterly continuing through East Cove Street and said Parcel 2, along the northeasterly face of said concrete retaining wall, a distance of sixty-four (64') feet, more or less, to the southwesterly projection of the northwesterly side of said stairway;

Thence northeasterly continuing through said Parcel 2, eleven (11') feet northwesterly of, and parallel to, the northwesterly side of Unit 24, a distance of thirty (30') feet, more or less, to the southwesterly side of said landing;

Thence northwesterly continuing through said Parcel 2, along the southwesterly side of said landing, a distance of eleven (11') feet, more or less, to the westerly corner of said landing and the southwesterly projection of the northwesterly side of said stairway;

Thence northeasterly continuing through said Parcel 2 and said Sheridan Street, eleven (11') feet southeasterly of and parallel to the southeasterly side of Unit 25, a distance of thirty (24') feet, more or less, to the northwesterly projection of the northeasterly side of Units 19 through 24;

Thence northwesterly continuing through said Sheridan Street, on the northwesterly projection of the northeasterly side of Units 19 through 24, a distance of eleven (11') feet, more or less, to the southeasterly side of Unit 25;

Thence northeasterly continuing through said Sheridan Street, along the southeasterly side of Unit 25 and the northeasterly projection thereof, a distance of nineteen (19') feet, more or less, to the southwesterly side of said planter for Unit 25;

Thence southeasterly continuing through said Sheridan Street, along the southwesterly side of said planter for Unit 25, a distance of four (4') feet, more or less, to the southerly corner of said planter for Unit 25;

Thence northeasterly continuing through said Sheridan Street, along the southeasterly side of said planter for Unit 25, a distance of five (5') feet, more or less, to the easterly corner of said planter for Unit 25;

Thence northwesterly continuing through said Sheridan Street along said northeasterly sides of the planters for Units 25 through 29, a distance of one hundred twenty (120') feet, more or less, to the northerly corner of the planter for Unit 29 as depicted on said plan;

Thence northeasterly continuing through said Sheridan Street on the northeasterly projection of the northwesterly side of said planter for Unit 29, a distance of six (6') feet, more or less;

Thence northwesterly continuing through said Sheridan Street, a distance of eighteen (18') feet, more or less, to a row of bollards as depicted on said plan;

Thence southwesterly continuing through said Sheridan Street along said row of bollards, a distance of sixteen (16') feet, more or less, to the northwesterly projection of the northeasterly side of Units 25 through 29;

Thence northwesterly continuing through said Sheridan Street on the northwesterly projection of the northeasterly side of Units 25 through 29, a distance of six (6') feet, more or less, to the southeasterly side of a concrete retaining wall as depicted on said plan;

Thence N56°50'07"E continuing through said Sheridan Street along said southeasterly side of a concrete retaining wall, a distance of ten (10') feet, more or less, to the easterly corner of said concrete retaining wall;

Thence northwesterly continuing through said Sheridan Street along the northeasterly end of said concrete retaining wall, a distance of one and five tenths (1.5') feet, more or less, to the northerly corner of said concrete retaining wall;

Thence northeasterly continuing through said Sheridan Street, a distance of seven (7') feet, more or less, to the southerly corner of a stairway leading northwesterly to "Jack Path" as depicted on said plan;

Thence northwesterly continuing through said Sheridan Street along the southwesterly side of said stairway, a distance of eleven (11') feet, more or less, to the westerly corner of said stairway;

Thence N56°50'07"E continuing through said Sheridan Street and crossing the existing "Jack Path", a distance of eight (8') feet, more or less, to the northerly corner of said stairway;

Thence southeasterly continuing through said Sheridan Street along the northeasterly side of said stairway and the southeasterly projection thereof, a distance of seventeen (17') feet, more or less, being five (5') feet, more or less, northwesterly of the southwesterly projection of the northwesterly side of Unit 18;

Thence northeasterly continuing through said Sheridan Street and Parcel 1 as depicted on said plan, five (5') feet, more or less, northwesterly of the southwesterly projection of the northwesterly side of Unit 18, a distance of twenty-three (23') feet, more or less, to the northwesterly projection of the southwesterly sides of the planters for Units 15 through 18 as depicted on said plan;

Thence southeasterly continuing through said Parcel 1 along the southwesterly sides of the planters for Units 15 through 18, a distance of ninety-three (93') feet, more or less, to the northerly projection of the westerly sides of the planters for Units 10 through 14 as depicted on said plan;

Thence southerly continuing through said Parcel 1 and said Sheridan Street, along the westerly sides of the planters for Units 10 through 14, a distance of one hundred eight (108') feet, more or less, to the northwesterly projection of the southwesterly sides of the planters for Units 1 through 9 as depicted on said plan;

Thence southeasterly continuing through said Sheridan Street, along the southwesterly sides of the planters for Units 1 through 9, a distance of two hundred twenty-three (223') feet, more or less, to a point of curvature on the southwesterly edge of curbing as depicted on said plan;

Thence continuing southeasterly through said Sheridan Street, on a curve to the left along said southwesterly edge of curbing, a distance of seven (7') feet, more or less, to said northwesterly sideline of Walnut Street;

Thence S50°17'33"W along said northwesterly sideline of Walnut Street, a distance of fifteen and six tenths (15.6') feet to the point of beginning.

Total area of the herein described parcel equals 11,700 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 portions of Sheridan Street and East Cove Street, which were “Statutorily Vacated by Omission from the City Council Order #84 in 1997”, and portions of Parcels 1 and 2, 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.



