

Recording Date 2/6/2014  
Recording Time 2:22 P.M.  
Book 31324  
Page 199

**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 PO Box 8816, Portland, Maine 04104, owner of premises in the City of Portland, Cumberland County, Maine, described in deeds recorded in the Cumberland County Registry of Deeds set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Redfern Property"), and **PHILLIP J. RANDO JR.** ("Rando"), an individual with a mailing address of 196 Sheridan Street, Portland, Maine 04101, owner of premises in the City of Portland, Cumberland County, Maine conveyed to Rando 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"), being also Lot numbered twelve (12) as laid out and numbered on the plan of division of land made between Little, Weeks and Moody, which plan is recorded in said Registry of Deed in Book 36, Page 247 (the "Subdivision Plan").

**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:

- a. Rando releases to Redfern, its successors and assigns, 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. That certain portion of Sheridan Street abutting the northeasterly sideline of the Rando Parcel, bounded and described as follows:

Bounded on the southwesterly by the northeasterly sideline of the Rando Parcel;

Bounded on the northwesterly by the extension northeasterly of the northwesterly sideline of the Rando Parcel;

Bounded on the northeasterly by the centerline of Sheridan Street (f/k/a Poplar Street) as shown on the Subdivision Plan;

Bounded on the southeasterly by the extension northeasterly of the southeasterly sideline of the Rando Parcel.

- b. Rando grants to Redfern, its successors and assigns, a non-exclusive easement in common for all purposes of a way in, under, over and through a portion of the land described in paragraph 1(a) (ii) (the "Easement Area"), including without limitation the right to excavate, construct, install, maintain, pave, install curbing and drainage, and replace a driveway for ingress and egress and for utility services as defined by Title 33 M.R.S. §458. The Easement Area is bounded and described as follows:

Bounded on the southwesterly by a line that is eleven and seventy-five hundredths (11.75) feet northeasterly of and parallel to the northeasterly sideline of the Rando Parcel;

Bounded on the northwesterly by the extension northeasterly of the northwesterly sideline of the Rando Parcel;

Bounded on the northeasterly by the centerline of Sheridan Street (f/k/a Poplar Street) as shown on the Subdivision Plan;

Bounded on the southeasterly by the extension northeasterly of the southeasterly sideline of the Rando Parcel.

The easement will be subject to a public Trail Easement granted to Portland Trails. The easement will be appurtenant to the Redfern Property, which easements shall run with both the Rando Parcel land and the Redfern Property land.

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, however, the area abutting land now or formerly of McAdam and described on Exhibit B attached hereto and made a part hereof. The easement is appurtenant to the Rando Parcel and shall run with both the Rando Parcel land and the Redfern Property 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. A portion of the driveway will lie within the Easement Area described in subparagraph 1 (b) above.

Rando shall have the right to park personal vehicles for the occupants of the Rando Parcel on the portion of the easement described in subparagraph 1 (b) above that lies westerly of the concrete pavers at the edge of the pavement as designed and constructed for the condominium.

Redfern shall construct, repair and maintain a driveway apron from the driveway to the northeasterly line of the Rando Parcel as described in said deed from Shoebottom and Kim Shoebottom dated September 3, 1999 and recorded in said Registry in Book 15029, Page 300. 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 public Trail Easement granted to Portland Trails.

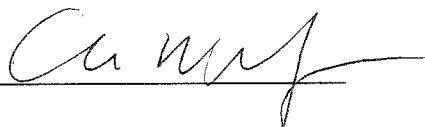
- b. Redfern agrees to include the Rando Parcel in the trash pickup provisions of the Condominium Documents and will not assess any charges to the owner of the Rando Parcel unless and until the number of dwelling units on the Rando Parcel increases to more than 8 units. At such time as there are more than 8 dwelling units on the Rando Parcel the parties agree that the owner of the Rando Parcel 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 owner of all or any portion of the affected lands and its heirs, successors and assigns 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.

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 29<sup>th</sup> day of January, 2014.

Redfern Munjoy, LLC, a Maine limited liability company


Witness: 

By:   
Jonathan Culley  
Its Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND

January 29, 2014

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

MICHELLE S. POTTLE  
Notary Public, Maine  
My Commission Expires December 15, 2019

IN WITNESS WHEREOF, the said Phillip J. Rando Jr. has executed this instrument, as of the 28<sup>th</sup> day of January, 2014.

Witness: \_\_\_\_\_

Phillip J. Rando, Jr.  
Phillip J. Rando Jr.

STATE OF MAINE  
COUNTY OF CUMBERLAND

January 28, 2014

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

Before me,

C. J. Ryer  
~~Notary Public~~/Attorney at Law  
Christopher J. Ryer

**Exhibit A**  
**Source Deeds for Redfern Munjoy LLC**  
**The Redfern Property**

1. Deed from Four Sills LLC to Redfern Munjoy, LLC dated December 4, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31207, Page 48.
2. Deed from Francis O'Connor and Nelson Nadeau to Redfern Munjoy, LLC dated December 4, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31207, Page 50.
3. Deed from Craig G. Coffin, Trustee of the North Street Realty Trust to Redfern Munjoy, LLC dated December 11, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31222, Page 224.
4. Deed from Katherine P. Richman and Nikki Lee Green to Redfern Munjoy, LLC dated December 30, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31262, Page 266.
5. Deed from Dennis E. Lovejoy and Gladys A. Lovejoy to Redfern Munjoy, LLC dated January 10, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31281, Page 281.
6. Deed from Raymond C. Maxwell to Redfern Munjoy, LLC dated January 31, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31317, Page 116.
7. Deed from Raymond H. Waterhouse and Alina Waterhouse to Redfern Munjoy, LLC dated January 23, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31302, Page 177.

**Exhibit B**

Land abutting land now or formerly owned by McAdam

A certain lot or parcel of land with any improvements thereon, situated on the northwesterly sideline of Walnut Street at its intersection with 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 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 North  $33^{\circ}09'53''$  West 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 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 North  $56^{\circ}50'07''$  East 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 South  $33^{\circ}09'53''$  East 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 South  $50^{\circ}17'33''$  West 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).