



# Old Republic

National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

## COMMITMENT FOR TITLE INSURANCE

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

### Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest of mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties, You may review a copy of the arbitration rules at <http://www.alta.org>.

By:  \_\_\_\_\_, Authorized Signatory  
Thomas F. Jewell, Agent



**OLD REPUBLIC**  
National Title Insurance Company

**COMMITMENT**


**SCHEDULE A**


- 1. Effective Date: February 8, 2014 at 09:00 AM
- 2. Policy or Policies to be issued: Amount
  - (a) Owner's Policy ALTA Own. Policy 2006
  - Proposed Insured:
  
  - (b) Loan Policy ALTA Loan Policy 2006 \$ 12,014,070.00
  - Proposed Insured:
  - Androscoggin Savings Bank, its successors and/or assigns as their respective interests may appear.
- 3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the Effective Date hereof vested in:  
Redfern Munjoy, LLC
- 4. The land referred to in this commitment is located at Munjoy Hill, known as Lot No(s). of the Subdivision, in the City of Portland, County of Cumberland, State of Maine, and is further described as set forth in Exhibit "A" attached hereto and made a part hereof.

**JEWELL & BULGER, P.A.**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401

By:   
THOMAS F. JEWELL, AGENT

By  President

Attest  Secretary

**EXHIBIT A**

## Parcel 1--79 Walnut Street, Portland (Green &amp; Richman)

A certain lot or parcel of land with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine on the northwesterly side of Walnut Street, bounded and described as follows:

Beginning at a stone post at the intersection of the northwesterly sideline of Walnut Street with the northeasterly sideline of Sheridan Street; thence

Northwesterly by the northeasterly sideline of Sheridan Street, a distance of one hundred eighty-three (183) feet and one (1) inch, more or less, to the southerly corner of land formerly of R. Horton Estate; thence

Northeasterly by said Horton land fifty-seven (57) feet to the westerly corner of land conveyed by H. Raymond Harris to Chester L. Miller by deed dated October 3, 1946 and recorded in the Cumberland County Registry of deeds in Book 1841, Page 293; thence

Southeasterly by said Miller land, one hundred twenty-nine and thirty-five hundredths (129.35) feet to the northwesterly sideline of land formerly of Randall Johnson; thence

Southwesterly by said Johnson land, forty-five and four tenths (45.4) feet, more or less, to the westerly corner thereof; thence

Southeasterly by said Johnson land, fifty-eight (58) feet and three (3) inches to the northwesterly sideline of Walnut Street; thence

Southwesterly by the northwesterly sideline of Walnut Street, fifty-one (51) feet and six (6) inches to the point of beginning.

## Parcel 2-----202 Sheridan Street, Portland (O'Connor &amp; Nadeau)

Two certain lots or parcels of land situated on Sheridan Street, in Portland, County of Cumberland and State of Maine, marked and numbered on a plan of William H. Baxter, recorded in Cumberland County Registry of Deeds in Plan Book No. 2, Page 543, as follows: No. 14 and 15, to which plan reference is had for description of said lots.

## Parcel 3-----Sheridan Street (Vacant Lots), Portland (North Street Realty Trust)

A certain lot or parcel of land situated in the City of Portland on the easterly side of a proposed street called Poplar Street and being more particularly described as lot numbered twenty-seven (27) on the Revaluation Plans of the City of Portland made by William A. Goodwin, Civil Engineer, in 1882 and being on plan numbered twelve (12) on said Plans, containing sixty-two hundred and sixty-one (6261) square feet, more or less, and being directly in rear of lot numbered thirty-seven (37) on said Plans; being the same premises, or a portion of the same premises, conveyed to Daniel Hardy by Charles H. Little and John L. Little by their deed of warranty dated September 6, A.D. 1883, and recorded in Cumberland County Registry of Deeds Book 503, Page 49. Excepting from the above described lot such a portion or portions as Daniel Hardy conveyed to Annie S. Thompson in his deed of warranty dated February 23, A.D., 1887, and recorded in Cumberland County Registry of Deeds, Book 535, Page 30, said strip, from all information obtainable, is supposed to be two (2) feet across the entire back end of lot numbered twenty-seven (27).

Also two other certain lots or parcels of land with the buildings thereon situated in said Portland and more particularly bounded and described as follows: on the easterly side by North Street, on the northerly side by land now or formerly of one A. A. Steele; on the westerly side by a proposed street called Poplar Street on the southerly side by land now or formerly of R. H. Horton estate and Daniel Hardy and being more particularly lots numbered twenty-five (25), containing thirty-nine hundred and eighty nine (3989) square feet, more or less, and thirty-five containing forty-nine hundred and thirty-nine (4939) square feet, more or less, on Revaluation Plans of the City of Portland made by William A. Goodwin, Civil Engineer, in 1882, and being on plan numbered twelve (12) on said Plans; being the same premises conveyed to Daniel Hardy by Charles Fobes by his deed of warranty dated October 11, A.D. 1880, and recorded in said Registry, Book 475, Page 96; excepting and reserving from lot numbered twenty-five (25) hereinbefore mentioned a certain lot or parcel of land containing about twenty-four hundred (2400) square feet deeded by said Daniel Hardy to Merriam F. Batchelder by his deed dated April 8, A. D. 1889, and recorded

**EXHIBIT A**

(Continued)

in said Registry, Book 556, Page 216. Excepting and reserving from above described property a certain lot or parcel of land containing about fourteen-hundred and fifty (1450) square feet, and facing on said North Street and conveyed by the said Daniel Hardy to Eliza J. Small by his deed dated November 21, A.D. 1883, and recorded in said Registry, Book 503, Page 368. Being the same three lots conveyed to Roscoe Libby by Frank A. Hardy et al. by their deed dated June 29, A.D. 1900, and recorded in said Registry Book 691, Page 385, meaning and intending hereby convey the said same property conveyed to John F. Barrett from Roscoe Libby by his deed dated the twenty-fifth day of February A.D. 1905, and recorded in Cumberland County Registry of Deeds, Book 765, Page 242, and conveyed to said Dewer Rich and Glen C. Rich by Martha L. Barrett et al, by warranty deed dated October 26, A.D. 1912, and recorded in said Registry in Book 903, Page 232.

Also a certain lot or parcel of land situated in said Portland on the westerly side of a proposed street called Poplar Street, and being lot numbered sixteen (16) on the Proprietors' Plan of said land, meaning and intending hereby to convey the same property conveyed to Carl C. Barrett by John A. Webber of said Portland by his deed dated the twenty-ninth day of July A.D. 1907 and recorded in the Cumberland County Registry of Deeds, Book 844, Page 453.

Also another certain lot or parcel of land situated on Munjoy Hill, so called on proposed Poplar Street, in the City of Portland and County of Cumberland and State of Maine, and being lot numbered twenty-six (26) on the Little, Weeks and Moody Plan, recorded in the Cumberland County Registry of Deeds, Book 36, Page 247, with the exception of a strip of land four (4) feet wide and twenty (20) feet long, more or less, on the northerly side line of said lot which was deeded to the Portland Savings Bank by deed recorded in said Registry Book 703, Page 396, to which reference is made for a further description, being the same premises to Carl C. Barrett, conveyed by the Munjoy Land Company by its deed dated the sixth day of November A.D. 1905, and recorded in said Registry of Deeds, Book 776, Page 220.

Also another certain lot or parcel of land situated in said Portland and bounded and described as follows: beginning at the northeasterly bounds of the street formerly called Poplar Street at a point twenty-one (21) feet southeasterly of the southeasterly corner of land formerly owned by one Mrs. Steele and running thence northeasterly by a line, parallel with the southeasterly bounds of said land of said Abby A. Steele sixty (60) feet to a stake, thence southeasterly by a line parallel with said Poplar Street to land formerly of Portland Water Company; thence southwesterly by said land of the Portland Water Company sixty (60) feet to said Poplar Street; thence northwesterly by said Poplar Street to the point of beginning, containing two thousand four hundred (2400) feet of land, be the same more or less, being the same premises conveyed to Carl C. Barrett by John Lewis and Chester C. Prout by their deed dated the ninth day of April A.D. 1906, and recorded in said Cumberland County Registry of Deeds, Book 844, Page 452.

A certain lot or parcel of land situated in said Portland and being the northerly one of two lots conveyed to the heirs of Benjamin F. Noble by Edward N. Morrill November 28, 1890 as shown by their deed recorded in Cumberland County Registry of Deeds, Book 576, Page 400, said lot being the third on proposed Poplar Street, north of a lot sold to Ellen Caine by Benjamin F. Noble and on the westerly side of said proposed Poplar Street, as shown on Little, Weeks and Moody plan delineated on plan of the City of Portland, Sheet 12, and containing one thousand six hundred ninety-two (1,692) square feet, more or less, and being the same lot conveyed to Addie Bates by Sunnyside Stables by its deed dated April 3, A.D. 1909 and recorded in Cumberland County Registry of Deeds, Book 838, Page 135, to which deed and the record thereof and the deeds and records therein referred to reference is hereby made for a more particular description of said premises. Being the same premises conveyed by said Addie Bates to said Dewer Rich and Glen C. Rich by deed dated May 24, A. D. 1913, and recorded in said Registry of Deeds, Book 916, Page 222.

Also a certain lot or parcel of land situated in said Portland, on the westerly side of the contemplated continuation of Poplar Street in said city, and being a part of Lot No. 17, on a plan of lots recorded in Cumberland County Registry of Deeds, Book 36, Page 247, and bounded and described as follows: commencing on the westerly side of said contemplated continuation of Poplar Street at the northeasterly corner of Lot No. 16, on said street, and running thence in a westerly direction on the line of Lot No. 16, thirty (30) feet, more or less, to an iron stake standing in said line and about four (4) feet from an old shed now standing on said Lot No. 17; thence northerly and parallel with the line of said lot where it joins said contemplated continuation of said Poplar Street, sixty-four (64) feet, more or less, to the said line of Lot No. 18 as delineated on said plan; thence easterly along the line of said lot No. 18 to the westerly side line of the contemplated continuation of said Poplar Street; thence in a southerly direction along the westerly side line of the said contemplated continuation of said Poplar Street, sixty-four (64) feet,

**EXHIBIT A**

(Continued)

more or less, to the point begun at. And being a part of the lot deeded by Daniel H. Cole et al, to John Gillis, by their warranty deed dated May 17, 1876, and recorded in Cumberland County Registry of Deeds, Book 429, Page 545. Being the same premises deeded to said Dewer Rich and Glen C. Rich by Ann Gillis by warranty deed dated June 22, A. D. 1915, and recorded in said Registry of Deeds, Book 949, Page 401.

EXCEPTING the premises conveyed out to Bliss K. Lockard dated May 3, 1946 and recorded in Book 1817 Page 192 and to Maine Freightways dated December 4, 1950 and recorded in Book 2387 Page 472.

Parcel 4-----1 East Cove Street, Portland (Lovejoy)

A certain lot or parcel of land, with the buildings thereon, situated on the northerly side of East Cove Street and the westerly side of Sheridan Street in the City of Portland, County of Cumberland and State of Maine, being Lots numbered 12 and 13 as shown on Plan of Property of W.H. Baxter, Esq., made by Anderson Bonnell & Co., dated July 1866 and recorded in Cumberland County Registry of Deeds in Plan Book 2, Page 54, to which plan reference is hereby made for a more particular description.

Also, a certain lot or parcel of land, with the buildings thereon, situated on the northerly side of East Cove Street in said City of Portland, being all of that portion of Lot No. 10 as shown on said plan which lies southerly of the northerly side line of said Lot No. 13 extended westerly and easterly of a line parallel with and two (2) feet westerly from the brick underpinning of the house on the premises herein conveyed.

Parcel 5----0 Sheridan Street, Portland, Maine (Four Sills, LLC)

BEGINNING AT a 1" iron pipe found 1" tall on the southwesterly bounds of land now or formerly of Earl Maxwell as described in a deed recorded in Book 24897, Page 223 at the Cumberland County Registry of Deeds; thence South 36° 16' East along land of said Maxwell a distance of 109.1 feet to a 5/8" rebar set flush with cap marked PLS 2070 ("a PLS 2070 capped rebar"); thence South 63° 34' West along other land to be conveyed by the Grantor, a distance of 85.7 feet to a PLS 2070 capped rebar on the easterly sideline of Sheridan Street; thence North 21° 24' West along Sheridan Street a distance of 108.8 feet to a PLS 2070 capped rebar on the southwesterly bounds of land of Maxwell; thence North 64° 27' East along land of Maxwell 57.5 feet to the point of beginning.

The above-described parcel contains 7,724 square feet, more or less. It is shown as Lot 2 on a plan titled "Division of Land for Nicki Lee Green and Katherine P. Richmond, 79 Walnut Street, Portland, Maine" dated April, 2006 by Andrew E. Bradford Land Surveying, Inc. of Kennebunk, Maine, which plan is recorded in the Cumberland County Registry of Deeds at Plan Book 206, Page 464.

Excepting from Parcel 5, Parcels to be conveyed to Cole and to Mazzeo as shown on Plan Depicting Proposed Subdivision Made for Redfern Munjoy LLC entitled Munjoy Heights dated 2-5-2014.

Parcel 6---(Waterhouse Parcel)

A certain lot or parcel of land situated 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 at a #5 steel rebar with survey cap #2124 to be set on the apparent southwesterly sideline of Sheridan Street, at the easterly corner of the herein described parcel, also being the easterly corner of land described in a deed from Raymond H. Waterhouse and Alina Waterhouse to Raymond H. Waterhouse and Alina Waterhouse, dated September 14, 2007, recorded at the Cumberland County Registry of Deeds (CCRD) in Book 25470, Page 272, and the northerly corner of the sixth parcel of land described in a deed from Leonard J. Regan and Francis J. Regan to Daniel W. Hourihan as Trustee of the North Street Realty Trust, dated September 8, 1987, recorded in CCRD Book 7962, Page 7, and depicted on a sketch entitled "Exhibit Sketch For Proposed Conveyance, Raymond H. & Alina Waterhouse to Redfern Properties, LLC, Sheridan Street, Portland, Maine", dated July 31, 2013 by Nadeau Land Surveys, Portland, Maine;

**EXHIBIT A**

(Continued)

Thence N33°09'53"W along said southwesterly sideline of Sheridan Street, a distance of sixty-three and thirty-two hundredths (63.32') feet to a #5 steel rebar with survey cap #2124 to be set at the northerly corner of the herein described parcel, and the easterly corner of the seventh parcel described in said CCRD Book 7962, Page 7;

Thence S56°50'07"W along said seventh parcel of land of North Street Realty Trust, a distance of thirty and no hundredths (30.00') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of the herein described parcel and the southerly corner of said seventh parcel, at remaining land of the herein grantors;

Thence S33°09'53"E along said remaining land of the herein grantors, a distance of sixty-three and thirty-two hundredths (63.32') feet to the southerly corner of the herein described parcel on the northwesterly sideline of said sixth parcel of land described in said CCRD Book 7962, Page 7;

Thence N56°50'07"E along said sixth parcel, a distance of thirty and no hundredths (30.00') feet to the point of beginning.

Total area of the herein described parcel equals 1,899 square feet (0.04 acre). The bearings in this description are based on Grid North, MSPC NAD83, 1802 (West Zone).

Meaning and intending to describe a portion of land described in deed from Raymond H. Waterhouse and Alina Waterhouse to Raymond H. Waterhouse and Alina Waterhouse dated September 14, 2007, recorded at the Cumberland County Registry of Deeds in Book 25470, Page 272, and being the northeasterly thirty (30') feet of Lot 16 depicted on a plan for Little, Weeks, and Moody, dated February 17, 1802 and recorded March 24, 1802 in CCRD Book 36, Page 247.

Parcel 7---(Maxwell Parcel)

A certain lot or parcel of land, with the buildings thereon, situated on the easterly side of Sheridan Street, in the City of Portland, County of Cumberland, and State of Maine and more particularly described as follows:

Beginning at a point on said easterly side of Sheridan Street, which point marks the southwesterly corner of land conveyed by A.J. Bernstein to Elmore W. Ramsdell by deed dated May 28, 1923, and recorded in Cumberland County Registry of Deeds in Book 1133, Page 466; thence running northerly by said easterly side line of Sheridan Street sixty-three and five tenths (63.5) feet more or less to the northwesterly corner of said land conveyed to Ramsdell as aforesaid; thence running easterly along the northerly line of said land one hundred and four and sixty-two one hundredths (104.62) feet to the northwest corner of land conveyed by said A.J. Bernstein to Joseph R. Murphy by deed dated May 28, 1923, recorded in said Registry of Deed, Book 1133, Page 465; thence running southerly by the westerly line of said Murphy land twenty and thirty-one one hundredths (20.31) feet to the southwesterly corner of said Murphy land; thence running easterly along the southerly line of said Murphy land fifteen (15) feet to a point; thence southerly in a line parallel with and fifteen (15) feet distant easterly from said westerly side line of said Murphy land extending southerly, about forty-three (43) feet to the southerly line of land first above mentioned as conveyed by Bernstein to Ramsdell, at a point ninety-one and ninety-three one hundredths (91.93) feet westerly from the westerly side line of North Street; thence running westerly by said southerly side line of said Ramsdell land about one hundred twenty-one and ninety-five one hundredths (121.95) feet to Sheridan Street and the point of beginning.

ALSO a certain lot or parcel of rear land lying Easterly of Sheridan Street, in said City of Portland, County of Cumberland, and State of Maine, and bounded and described as follows:

Beginning at a point on the Northerly side of Lot #23 as shown on Division of Little, Weeks, and Moody Land as recorded in Cumberland County Registry of Deeds in Plan Book 36, Page 247, said point being distant fifty-seven (57) feet Easterly of the easterly side line of Sheridan Street; thence easterly by said Northerly side line of Lot #23 as shown on said plan and by land now or formerly of C.L. Miller forty-nine and eight tenths (49.8) feet, more or less, to the Division line between Lots #23 and #33; thence Southerly by the Westerly line of Lots #33 and #32 one hundred twenty-six and seventy-two hundredths (126.72) feet, more or less, to the Northeasterly corner of Lot #21; thence Westerly by the Northerly side line of Lot #21 eighteen and eighty-five hundredths (18.85) feet, more or less, to a point which is ninety-two and fifty-seven hundredths (92.57) feet Easterly of the Easterly side line of Sheridan Street, measured on the Northerly side line of Lot #21; thence

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(Continued)

Northwesterly in a straight line and by land formerly of Chester L. Miller one hundred twenty-nine and thirty-five hundredths (129.35) feet to land of said Miller and the point of beginning.

The above described premises are conveyed together with any and all easements, rights, or restrictions of record.

EXCEPTING from the above property the following described property conveyed by Munjoy Redfern, LLC conveyed to Peter J. DeTroy III and Mary Roy dated January 31, 2014 and recorded at Book 31318, 267 described as follows:

A certain lot or parcel of land situated southwesterly of, but not adjacent to, the southwesterly sideline of North Street, in the City of Portland, County of Cumberland, and State of Maine, being more particularly bounded and described as follows:

Beginning at a #5 steel rebar with survey cap #2124 to be set at the northerly corner of the herein described parcel on the southwesterly line of land described in a deed from Gregory D. Kesich and Gail D. Kesich to Raymond T. Wojcik, Zetta A. Wojcik, and Joshua T. Wojcik, dated August 24, 2007 and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 25418, Page 226, being S35°14'21"E along said land of Wojcik, a distance of twenty-four and fifty-six hundredths (24.56') feet from a #5 steel rebar with survey cap #2124 to be set at the westerly corner of said land of Wojcik;

Thence S52°38'46"W along land conveyed or to be conveyed to Upright Properties, LLC, a distance of thirty-seven and eighty hundredths (37.80') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of the herein described parcel;

Thence S53°48'37"E along remaining land of the herein grantor, a distance of eighty-four and fifty-four hundredths (84.54') feet to a #5 steel rebar with survey cap #2124 to be set at land conveyed or to be conveyed to Deborah Cole;

Thence N60°29'41"E along said land conveyed or to be conveyed to Deborah Cole, a distance of eighty hundredths (0.80') feet;

Thence S85°14'10"E continuing along said land conveyed or to be conveyed to Deborah Cole, a distance of thirteen and fourteen hundredths (13.14') feet to a #5 steel rebar with survey cap #2124 to be set at the southeasterly corner of the herein described parcel on the southwesterly line of land described in a deed from Hazel Brenerman to Peter J. DeTroy, III and Mary Roy (the herein grantees), dated November 21, 2003 and recorded in CCRD Book 20592, Page 111;

Thence N35°14'21"W along said land of DeTroy and Roy, and said land of Wojcik, a distance of ninety and six hundredths (90.06') feet to the point of beginning.

Total area of the herein described parcel equals 2,018 square feet (0.05 acre). The bearings in this description are based on Grid North, MSPC NAD83, 1802 (West Zone).

Meaning and intending to describe a portion of land described in a deed from Raymond C. Maxwell to Redfern Munjoy, LLC, dated January 31, 2014, recorded herewith at the Cumberland County Registry of Deeds, and being depicted as "To Be Conveyed To DeTroy & Roy", 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.

ALSO EXCEPTING from the above property the following described property conveyed by Munjoy Redfern, LLC to Upright Properties, LLC dated January 31, 2014 and recorded at Book 31318, Page 270 as follows:

A certain lot or parcel of land, with the buildings thereon, situated southwesterly of, but not adjacent to, the southwesterly sideline of North Street, in the City of Portland, County of Cumberland, and State of Maine, being more particularly bounded and described as follows:

Beginning at a #5 steel rebar with survey cap #2124 to be set at the easterly corner of the herein described parcel, also being the southerly corner of land described in a deed from Ann S. Kremer (f/k/a Ann S. Lambert) to Ann S. Kremer and Steven E. Kremer, dated February 21, 2003, and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 18907, Page

**EXHIBIT A**

(Continued)

180, and on the northwesterly line of land described in a deed from Gregory D. Kesich and Gail D. Kesich to Raymond T. Wojcik, Zetta A. Wojcik, and Joshua T. Wojcik, dated August 24, 2007 and recorded in CCRD Book 25418, Page 226; Thence N35°14'21"W along the southwesterly line of said land of Kremer, a distance of forty-three and five hundredths (43.05') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of said land of Kremer, and on the southeasterly line of land described in a deed from JHA Services, Inc. to Portland VOA Elderly Housing, Inc., dated August 30, 1995, and recorded in CCRD Book 12088, Page 261;

Thence S52°38'46"W along said land of Portland VOA Elderly Housing, Inc., a distance of fifteen and no hundredths (15.00') feet to a found #6 steel rebar;

Thence N35°14'21"W continuing along said land of Portland VOA Elderly Housing, Inc., a distance of twenty and thirty-one hundredths (20.31') feet to a #5 steel rebar with survey cap #2124 to be set at the northerly corner of the herein described parcel;

Thence S52°38'46"W continuing along said land of Portland VOA Elderly Housing, Inc., and along remaining land of the herein grantor, a distance of forty-two and ninety-two hundredths (42.92') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of the herein described parcel;

Thence S17°29'52"E continuing along remaining land of the herein grantor, a distance of thirty-six and fifty-three hundredths (36.53') feet to a #5 steel rebar with survey cap #2124 to be set;

Thence S35°18'27"E continuing along remaining land of the herein grantor, a distance of fifty-three and fifty-four hundredths (53.54') feet to a #5 steel rebar with survey cap #2124 to be set at the southerly corner of the herein described parcel;

Thence N52°38'46"E continuing along remaining land of the herein grantor, and land conveyed or to be conveyed to Peter J. DeTroy, III and Mary Roy, a distance of fifty-three and ninety-nine hundredths (53.99') feet to a #5 steel rebar with survey cap #2124 to be set on the southwesterly line of said land of Wojcik;

Thence N35°14'21"W along said land of Wojcik, a distance of twenty-four and fifty-six hundredths (24.56') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of said land of Wojcik;

Thence N52°38'46"E continuing along said land of Wojcik, a distance of fifteen and no hundredths (15.00') feet the point of beginning.

Total area of the herein described parcel equals 5,202 square feet (0.12 acre). The bearings in this description are based on Grid North, MSPC NAD83, 1802 (West Zone).

The above described parcel is subject to a reserved retaining wall maintenance easement for the purposes set forth below and for the benefit of Grantor's adjacent land, said easement being twenty (20') feet wide, being more particularly bounded and described over the following portion of the above-described property (the "Easement Area"):

Beginning at a #5 steel rebar with survey cap #2124 to be set at the southerly corner of the herein described parcel, also being the southerly corner of the above described parcel;

Thence N52°38'46"E along remaining land of the herein grantor, and land conveyed or to be conveyed to Peter J. DeTroy, III and Mary Roy, a distance of twenty and one hundredth (20.01') feet to the easterly corner of the herein described parcel;

Thence N35°18'27"W through the above described parcel, a distance of forty-nine and sixty-nine hundredths (49.69') feet; Thence N17°29'52"W continuing through the above described parcel, a distance of forty and sixty-one hundredths (40.61') feet to the northwesterly line of the above described parcel;

Thence S52°38'46"W along remaining land of the herein grantor, a distance of twenty-one and twenty-six hundredths (21.26') feet to a #5 steel rebar with survey cap #2124 to be set at the westerly corner of the herein described parcel;



**EXHIBIT A**

(Continued)

Thence S17°29'52"E continuing along remaining land of the herein grantor, a distance of thirty-six and fifty-three hundredths (36.53') feet to a #5 steel rebar with survey cap #2124 to be set;

Thence S35°18'27"E continuing along remaining land of the herein grantor, a distance of fifty-three and fifty-four hundredths (53.54') feet to the point of beginning.

Total area of the herein described parcel equals 1,803 square feet (0.04 acre). The bearings in this description are based on Grid North, MSPC NAD83, 1802 (West Zone).

Meaning and intending to describe a portion of land described in a deed from Raymond C. Maxwell to Redfern Munjoy, LLC, dated January 31, 2014, recorded herewith at the Cumberland County Registry of Deeds, and a portion of land described in a deed from Four Sills, LLC to Redfern Munjoy, LLC, dated December 4, 2013, recorded at the Cumberland County Registry of Deeds in Book 31207, Page 48, and being depicted as Unit 30 - "To Be Conveyed To Upright Properties, LLC", including "Easement #5", 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.

Parcel 8: Sheridan Street and East Cove Street as shown on Plan depicting Proposed Subdivision Made for Redfern Munjoy, LLC entitled Munjoy Heights dated 2-5-14.

Subject to and together with reciprocal easements to from Redfern Munjoy, LLC to Phillip J. Rando, Jr. and Thomas J. McAdam as recorded on February 6, 2014 at Book 31324, Pages 199 and 206.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B - SECTION I - REQUIREMENTS**

Title No.: 14-CULLEY-ANDROSCOGG

Locate No.: 14-CULLEY-ANDROSCOGG

The following requirements must be met:

**Note: As used herein "recorded" shall mean recorded with the Cumberland County Maine Registry of Deeds.**

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. All outstanding real estate taxes, condominium or homeowner's association fees, if any, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.
2. Duly authorized, executed and recorded mortgage from Redfern Munjoy, LLC to Androscoggin Savings Bank, securing its loan.
3. The standard exceptions for mechanic liens and parties in possession will be deleted from the loan policy provided a satisfactory Owners and Purchaser's Affidavit and Indemnity is furnished by the General Contractor--Wright-Ryan. Interim updates will be requested as each advancement is made.

The standard exception for survey matters will be deleted from or amended in the loan policy provided a standard boundary or land title survey and surveyor's report.

4. Pending disbursements of the full proceeds of the loan secured by the mortgage set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. At the time of each disbursement of the proceeds of the loan, the title must be continued down to such time for possible liens or objections intervening between the date hereof and the date of such disbursement. In addition, at or prior to each disbursement the insured shall collect all appropriate Lien Waivers from any and all persons who shall furnish labor or material to the premises, including, but not limited to, the General Contractor, and major subcontractors and material suppliers. An endorsement will then be prepared by the Company reflecting the disbursement and shall be at the expense of the borrower. It is understood and agreed to by the insured that the failure to obtain appropriate Lien Waivers or to submit change orders as set forth in the requirements of the commitment will automatically void any coverage over mechanics' lien claims which would have been waived by the claimant had the said Lien Waivers been properly executed or the change orders reviewed and approved.

The following exception must be added to endorsements dated down if we do not have a current survey showing the work in progress: Such state of facts as would be disclosed by a survey and inspection of the premises subsequent to the date of last survey.

5. Subordination or discharge of the existing Pensco Mortgage from Redfern Munjoy, LLC to Pensco Trust Company Custodian FBO Kenneth ng Roth IRA dated January 30, 2014 in the amount of \$1,000,000 and recorded in the Cumberland County Registry of Deeds at Book 31316, Page 68.
6. Schedule B, Section 2, item \_\_ will be deleted from the loan policy upon satisfaction of the following:
  - A) Receipt of satisfactory Indemnity Bond for the General Contractor;
  - B) Prior to disbursement of the construction loan, the Company must be provided with a Sworn Contractor's Affidavit outlining all of the costs of the project by trades, listing all subcontractors and material suppliers and all amounts allocated for soft costs. Change orders to the base contract in excess of \$10,000.00 on any project line item or material must be in writing and approved by the borrower and Lender and submitted to Old Republic National Title Insurance Company for review.
  - C) If payment and performance bonds are issued on the project, Old Republic National Title Insurance Corporation to be furnished with a copy of the bond.
  - D) The Insured Mortgagee must collect General Contractor's Affidavits and appropriate lien waivers from the General Contractor, subcontractors and material suppliers.
  - E) Date Down Endorsements to be issued on a monthly basis upon receipt of satisfactory updates of title and advice from the Insured Mortgagee that all required Affidavits and Lien Waivers have been collected.
7. Subject to outstanding mortgage from Phillip J. Rando recorded at Book 27584, Page 245 and mortgage from Thomas J.

## **SCHEDULE B - SECTION I - REQUIREMENTS**

(Continued)

Title No.:14-CULLEY-ANDROSCOGG  
Locate No.: 14-CULLEY-ANDROSCOGG

McAdam as recorded at Book 25378, Page 26. Note: Partial releases will be obtained for these mortgages. This Policy will insure against loss until the partial releases are obtained.

8. Subject to private rights to cross those portions of Sheridan and East Cove lots shown on the 1802 subdivision plan recorded in the Cumberland County Registry of Deeds at Book 36, Page 247. Note this Policy affirmatively insures against the exercise of those rights of lot owners in the original subdivision. Redfern Munjoy, LLC shall take immediate action to terminate those rights pursuant to 23 MRS 3033 to terminate those rights.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B - SECTION II - EXCEPTIONS**

Title No.: 14-CULLEY-ANDROSCOGG

Locate No.: 14-CULLEY-ANDROSCOGG

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**Note: As used herein "recorded" shall mean recorded with the Cumberland County Maine Registry of Deeds.**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights of parties in possession.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate survey and inspection of the Land.
4. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpaid real estate taxes and assessments, if any, that are not yet the subject of a recorded lien.
6. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.
7. The final Policy will not insure the accuracy of any statements of area, including acreage representations, appearing in the insured description.
8. IF THE PREMISES IS A CONDOMINIUM: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the Unit Ownership Act of the State of Maine, Chapter 10 of Title 33 of the Maine Revised Statutes of 1964, as amended and the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, or set forth: in the Declaration of Condominium, in the amendments thereto, restatements of condominium or other instruments amending said Declaration; in the related By-Laws; in any instrument creating the estate or interest insured by the Policy; and in any other allied instrument referred to in any of the instruments aforesaid.
9. Easements, restrictions and all other encumbrances set forth in Exhibit A attached hereto and made a part hereof.
10. Matters depicted on Plan Depicting A Proposed Subdivision Made For Redfern Munjoy, LLC of MUNJOY HEIGHTS, Sheridan Street, East Cove Street and Walnut Street, Portland Maine, by Nadeau Land Surveys dated December 6, 2013.