

BOUNDARY LINE AGREEMENT

WHEREAS, Redfern Properties, LLC, a Maine limited liability company, (hereinafter "Redfern") is the owner of the land and buildings situated at 70 Anderson Street, Portland, Maine, as more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 32559, Page 282, and Redfern has also received a release deed from Portland Housing Authority dated June 17, 2016 to be recorded herewith; and

WHEREAS, Timothy A. Lippert and Susan S. Lippert, (hereinafter collectively "Lippert") are the owners of the land and buildings situated at 76 Anderson Street, Portland, Maine, as more particularly described in a deed recorded in said Registry of Deeds at Book 27861, Page 285; and

WHEREAS, the boundary line between the said two properties is uncertain and the owners wish to acknowledge the location of the boundary line, and to provide for these matters to run with the land;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements set forth in this Agreement, the parties do hereby agree to a common boundary line as follows:

A certain boundary line located on the southwesterly side of Anderson Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the southwesterly sideline of Anderson Street and on the easterly endline of Anderson Lane, said point being located N 41°45'55" W a distance of Three and 00/100 (3.00) feet from the northerly corner of land now or formerly of Redfern Properties LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 32559, Page 282. Thence:

1. S 48°55'45" W through said Anderson Lane a distance of Fifty-Two and 26/100 (52.26) feet to a point;
2. N 79°11'09" W through said Anderson Lane a distance of Eight and 90/100 (8.90) feet to a point at land now or formerly of Portland Renewal Authority as described in a deed recorded in said Registry in Book 2818, Page 53;
3. S 48°55'45" W by said land of Portland Renewal Authority a distance of Forty-Seven and 33/100 (47.33) feet to a point, said point being located N 41°45'55" W a distance of Ten and 00/100 (10.00) feet from the westerly corner of said land of Redfern Properties LLC.

Bearings are referenced to grid north, Maine State Coordinate System, West Zone, NAD83.

1. Redfern hereby remises, releases, bargains, sells and conveys and forever **quit-claims** unto Lippert, their heirs, personal representatives and assigns forever, any right, title or interest it may have in any land which is northwesterly of the boundary line described above.

2. Lippert hereby remises, releases, bargains, sells and conveys and forever **quit-claims** unto Redfern, its successors and assigns forever, any right, title or interest it may have in any land which is southeasterly of the boundary line described above.

3. Lippert hereby grants to Redfern an **easement** as follows:

The Lippert Easement Area is that portion of the Lipperts' parcel that is within six feet from the northwesterly wall of Redfern's present or future building as approved as part of the 70 Anderson St. Redevelopment by the City of Portland in 2016.

The purpose of the easement is to allow Redfern temporary access to its building, over the Lippert parcel, for construction, repair and maintenance. Redfern shall access the easement area for as short a period of time as reasonable necessary to perform its work. Redfern shall at all times give advance notice to its intended use of the easement to Lippert and shall strive to minimize disruption to the traffic, parking and residential activity at Lippert's premises in consultation with Lippert.

After completion of its work, in each instance, Redfern shall grade, spread topsoil upon and seed any disturbed areas on Lipperts' parcel and shall return Lipperts' parcel back to its original or better condition, as much as reasonably possible. In addition after the completion the use of the Easement Area for the initial construction of the 70 Anderson St. Redevelopment Project, within one (1) month of Redfern's completion of landscape work on its 70 Anderson Street site, Redfern shall regrade the entire backyard of Lipperts parcel so that it is fairly level (excepting the area subject to driveway improvements), shall cover it with a few inches of clean topsoil, and shall seed it with grass seed. Redfern and Lipperts shall coordinate so that so that Lipperts have adequate time to move their sheds so the work can be done by Redfern without obstruction.

Redfern hereby agrees to indemnify, defend and hold harmless Lippert from and against any and all claim, suit, demand, damage, loss, cost, or expense of any nature including, without limitation, reasonable attorney's fees, arising as a result of Redfern's use or enjoyment of the easement granted hereunder, including as a result of personal injury (including death) or property damage, arising as a result of use by Redfern, its agents, employees, contractors or other designees, of this Easement.

4. Redfern hereby grants to Lippert an **easement** as follows:

The Redfern Easement Area is that portion of the property owned by Redfern which lies southeasterly of the boundary line described above and northwesterly of the northwesterly wall of the present or future building shown on the plans for 70 Anderson Street Redevelopment as approved by the City of Portland in 2016, including a portion of

Anderson Lane and a portion of land now or formerly of Redfern Properties LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 32559, Page 282,

Lippert, his heirs, personal representatives and assigns shall have the right to use the entire Easement Area for purposes of snow removal and snow storage so long as the snow that is placed upon the portion of the easement area that is improved by crushed stone associated with the roof dripline filtration BMP originally installed as part of the 70 Anderson St. Redevelopment project as shown on plans approved by the City of Portland in 2016 (the "Crushed Stone Area") is only placed upon the Crushed Stone Area as a result of hand shoveling or snow blowing; except for incidental amounts, Lippert may not place snow upon the Crushed Stone Area by a means of a snow plow truck pushing snow directly onto the Crushed Stone Area.

Further Lippert, his heirs, personal representatives and assigns shall have a perpetual right to use the Easement Area, excluding only that portion described as the Crushed Stone Area, from time to time, for purposes of ingress and egress to the Lippert parcel, by pedestrians and by vehicles, and for the parking of vehicles by Lippert, and Lippert's guests and invitees. Redfern, its successors and assigns shall make no use of the Redfern Easement Area that interferes with Lipperts' use for ingress, egress and parking.

Lippert hereby agrees to indemnify, defend and hold harmless Redfern from and against any and all claim, suit, demand, damage, loss, cost, or expense of any nature including, without limitation, reasonable attorney's fees, arising as a result of Lipperts' use or enjoyment of the easement granted hereunder, including as a result of personal injury (including death) or property damage, arising as a result of use by Lippert, its agents, employees, contractors or other designees, of this Easement.

5: Common covenants and conditions:

The Easements are appurtenant to each of the above parcels and shall run with the land.

This Agreement is intended to be binding upon and inure to the benefit of the parties hereto, their heirs, legal representative, successors, and assigns.

This Agreement is intended to be governed by and construed under the laws of the State of Maine.

This Agreement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

In the event of a disagreement or deadlock regarding this Agreement, Mediation will be required. The mediation fees shall be shared equally by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed

under seal as of the dates set forth below.

Redfern Properties, LLC

Bonbrun V. V. V.
Witness

[Signature]
By: Jonathan Culley
Its: Manager

to
Witness

[Signature]
Timothy A. Lippert

all
Witness

[Signature]
Susan S. Lippert

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

October 13, 2017

Personally appeared the above-named Timothy A. Lippert and/or Susan S. Lippert, and acknowledged the foregoing to be their free act and deed.

Before me,

[Signature]
Notary Public/Attorney at Law

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

October 13, 2017

Personally appeared the above-named Jonathan Culley, Manager of Redfern Properties, LLC, and acknowledged the foregoing to be his free act and deed in his capacity.

Before me,

[Signature]
Notary Public/Attorney at Law