Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/02/17

DRIVEWAY AND STORMWATER DRAINAGE EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS, that this Driveway and Stormwater Drainage Easement Agreement is entered into by and between **FOREVIEW, LLC,** a Maine limited liability Company with a place of business in Portland, Maine (hereinafter "Parcel A Owner") and **CONSTANCE BLOOMFIELD** and **WILLIAM MCFARLANE,** both of Portland, County of Cumberland and State of Maine (hereinafter collectively Parcel B Owner).

RECITALS:

1. Parcel A Owner is the owner of certain real property located in Portland, County of Cumberland, Maine as described in the Quitclaim Deed with Covenant from Constance Bloomfield and William McFarlane dated August 19, 2016 and recorded in the Cumberland County Registry of Deeds in Book 33375, Page 141.

2. Parcel B Owner is the owner of certain real property located in Portland, County of Cumberland, Maine as described in the deed from Julia A. Minervino and Stephen L. Minervino to Constance Bloomfield and William McFarlane dated July 29, 2004 and recorded in the Cumberland County Registry of Deeds in Book 21615, Page 268, but excepting therefrom the parcel conveyed to Parcel A Owner in said Registry in Book 3375, Page 141.

3. Parcel A Owner and Parcel B Owner acknowledge that a driveway ("the Driveway") currently exists on that portion of Parcel B as shown as "paved drive" on the Plan of Property made for Constance Bloomfield by Titcomb Associates dated October 20, 2004, as revised through April 27, 2016, recorded in said Registry in Plan Book 216, Page 313.

4. Parcel B Owner is willing to create an easement over Parcel B to enable Parcel A Owner to use and extend that Driveway under the terms of this Agreement.

5. Similarly, Parcel A Owner is willing to create an easement over Parcel A to enable Parcel B Owner to drain surface water from Parcel B onto Parcel A under the terms of this Agreement.

DRIVEWAY EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows with regard to the Driveway Easement:

A. Grant. Parcel B Owner grants a nonexclusive easement and right-of-way to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to use the Driveway and the Easement Property as a driveway for ingress and egress to Danforth Street from Parcel A.

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B. Permitted Users. The easement granted in A, above, may be used by Parcel A Owner and its tenants, employees, agents, and invitees in common with Parcel B Owner and its tenants, employees, agents and invitees.

C. Extension. Parcel A Owner may construct, at Parcel A Owner's own expense, an extension of the current Driveway, over the lawn area of Parcel B at the rear of the structure on Parcel B, extending the Driveway southwesterly from the current Driveway to the sideline of Parcel A, as shown on the Grading, Drainage and Utilities Plan, Bloomfield Development, 380 Danforth Street, Portland, Maine prepared for Kaplan Thompson Architects dated October 6, 2016.

D. Costs. Except as provided in C, above, from Danforth Street to the point at the rear of the structure on Parcel B where the Driveway branches east and west, Parcel A Owner and Parcel B Owner shall bear all maintenance, improvement, repair, and snow and debris removal expenses equally. Except as provided below, all decisions and actions regarding the maintenance, improvement, repair, and snow and debris removal related to this section of the Driveway shall be solely made and performed by Parcel B Owner or its agents, and Parcel A owner agrees to promptly pay its share of the expenses incurred by Parcel B Owner within 30 days of billing for the expenses. If Parcel A Owner does not promptly pay its share, Parcel B Owner may pay the full cost and then have an immediate right to reimbursement from Parcel A Owner, together with interest at the rate of 18% per year on the unpaid amount and all attorney fees and other collection costs incurred by Parcel B Owner. Parcel B Owner shall be solely responsible for the maintenance, repair and removal of snow and debris of the remainder of the paved drive located on Parcel B, and Parcel A Owner shall be solely responsible for the maintenance, repair and removal of snow and debris on any driveway located on Parcel A. No changes shall be made to the width of the Driveway or the surface material of the Driveway without the written consent of both parties.

E. Indemnity. Parcel A Owner shall indemnify and defend Parcel B Owner from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel B by Parcel A Owner or its agents, contractors, subcontractors, invitees or employees.

F. Insurance. Parcel A Owner shall maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming Parcel B Owner and any other party designated by Parcel B Owner as the insured, to insure against injury to property, person, or loss of life arising out of Parcel A Owner's use, occupancy, or maintenance of any portion of the Driveway located upon Parcel B, with limits of coverage that are at levels customarily maintained for such purpose in the Portland, Maine community.

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G. Equal Rights of Use. Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

STORMWATER DRAINAGE EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows with regard to the Stormwater Drainage Easement:

H. Grant. Parcel A Owner grants a nonexclusive easement to Parcel B Owner and Parcel B Owner's successors and assigns as the owner of Parcel B to maintain a landscaped swale at the end of the Driveway on Parcel B which directs the Driveway stormwater runoff into a rain garden located toward the southerly end of Parcel A as shown on the Grading, Drainage and Utilities Plan, Bloomfield Development, 380 Danforth Street, Portland, Maine prepared for Kaplan Thompson Architects dated October 6, 2016.

I. Permitted Users. The easement granted in H, above, may be used by Parcel B Owner and its tenants, employees, agents, and invitees in common with Parcel A Owner and its tenants, employees, agents and invitees.

J. Construction. Parcel A Owner will construct and maintain, at Parcel A Owner's own expense, the rain garden at the rear of Parcel A, as specified on the aforesaid Grading, Drainage and Utilities Plan.

PROVISIONS COMMON TO DRIVEWAY AND STORMWATER DRAINAGE EASEMENTS

K. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors, personal representatives, heirs and assigns. The easements granted herein are easements appurtenant to the respective parcels and may not be transferred separately from, or severed from title to Parcel A or Parcel B. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A or Parcel B without the written consent of the other Owner, but if there are multiple owners of either or both Parcel A and Parcel B, each owner of a fee simple interest shall have the same right as every other owner to use the easements granted herein. If Parcel A and/or Parcel B is held in a condominium form of ownership, the financial obligations of the Parcel shall be a common expense of the condominium association.

L. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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M. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.

N. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the Registry of Deeds for Cumberland County.

IN WITNESS WHEREOF, the said Foreview, LLC has hereunto caused this instrument to be signed by Constance Bloomfield, its duly authorized Member, and **WITNESS** the hands and seals of Constance Bloomfield and William McFarlane this 7th day of the month of December, 2016.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

Witness

Constance Bloomfield

Witness

William McFarlane

FOREVIEW, LLC

Witness

By: Constance Bloomfield
Its Member

STATE OF MAINE
CUMBERLAND, SS

Dec. 7, 2016

Then personally appeared the above named Constance Bloomfield, Member of Foreview,

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LLC, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said company.

Before me,

Barbara Vestal

~~Attorney at Law/Notary Public~~ Attorney at Law

Printed name: Barbara A. Vestal

My Commission Expires: ME BAR #764

STATE OF MAINE
CUMBERLAND, SS

December 7, 2016

Then personally appeared the above named Constance Bloomfield and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Barbara Vestal

Attorney at Law/~~Notary Public~~

Barbara A. Vestal

ME BAR #764

Received
Recorded Register of Deeds
Dec 07,2016 03:10:53P
Cumberland County
Nancy A. Lane