Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 06/02/16

RECIPROCAL EASEMENT

This Reciprocal Easement is made and entered into the 2nd day of March, 2011 by and among Tristan L. Cuthbert and Alison Kopelman ("Cuthbert and Kopelman") and Christopher Behan ("Behan"),each a "Lot Owner" or "Party" and collectively the "Lot Owners" or "Parties").

WITNESSTH:

WHEREAS, Cuthbert and Kopelman are the contract-purchasers or record owners of 48 Western Promenade and Behan is the record owner of 50 Western Promenade in the City of Portland, County of Cumberland, State of Maine (the "Lots") as shown on the Mortgage Inspection Plan of 48 Western Promenade, Portland, Maine drawn by Livingston – Hughes dated February 7, 2011 (the "Plan"). A copy of said Plan is attached hereto as Exhibit A.;

WHEREAS, the Plan depicts a brick retaining wall that appears to encroach on the property of Behan;

WHEREAS, The Plan depicts a fence line that does not follow the boundary between the Lots and is not parallel to said boundary; and

WHEREAS, the Lot Owners wish to establish certain rights and duties with regard to reciprocal easements over and upon the areas of encroachment onto each other's Lots including without limitation maintenance and repair of the brick retaining wall and fenceline, and landscaping of said encroachment areas;

NOW, THEREFORE, in consideration of the promises, mutual convanents and agreements hereinafter set forth, and for adequate consideration, the Parties on behalf of themselves, their heirs, successors, and assigns, hereby convenant and agree as follows:

1. The Lot Owners create and grant to each other reciprocal easements in perpetuity under, over, across, through, in, and under the two triangular areas depicted on the Plan bounded by (1) the apparent boundary line between the Lots, (2) the apparent fence line between the Lots, (3) the apparent right of way ("r/w") of the private way, and (4) the apparent boundary line between each Lot and Danforth Street.

2. In the event any of the Lot Owners shall in the exercise of the aforesaid rights shall disturb the surface of another Lot Owner's land, such Lot Owner shall, as soon as reasonably practicable, restore same to its former condition.

3. Lot Owners agree that they shall not construct, erect, maintain or cause to be placed within the easement areas any structure or improvement of any kind other than the existing brick retaining wall and fenceline, provided, though, that the Lot Owners may maintain and install plantings and landscaping in said easement areas that do not interfere with or prevent the exercise of the rights of the owner of the servient land.

4. Cuthbert and Kopelman shall have the benefit of an easement as described above over land of Behan defined by the triangle depicted on the Plan bordering the private way.

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5. Behan shall have the benefit of an easement as described above over land of Cuthbert and Kopelman defined by the triangle depicted on the Plan bordering Danforth Street.

6. This Reciprocal Easement and the covenants and conditions contained herein shall run with the land.

7. This Reciprocal Easement shall inure to the benefit of the parties hereto, their heirs, personal representative, legal representatives, successors, and assigns. Furthermore, this Agreement is intended to benefit any mortgagee or the successors of any mortgagee of either of the Lots subject to this Reciprocal Easement to assure marketability of the real property.

IN WITNESS WHEREOF, the parties hereunto set their hands this 2nd day of March ____, 2011.

Witness

Witness

Witness

Tristan L. Cuthbert

Alison Kopelman

Christopher Behan by Diane Dussault his Attorney in Fact
Christopher Behan

STATE OF MAINE
Cumberland, ss.

March, 2, 2011

Personally appeared the above-named Tristan L. Cuthbert and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/Attorney at Law

Print Name

LESLEY J. WENTWORTH
Notary Public, Maine
My Commission Expires November 12, 2013

STATE OF MAINE
Cumberland, ss.

March, 2, 2011

CITY OF PORTLAND, MAINE RESURGAM
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Personally appeared the above-named Alison Kopelman and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/Attorney at Law

Print Name

LESLEY J. WENTWORTH
Notary Public, Maine
My Commission Expires November 12, 2013

STATE OF MAINE
Cumberland, ss.

March 2, 2011

Personally appeared DIANE DUSINI, ATTORNEY-IN-FACT FOR the above-named Christopher Behan and acknowledged the foregoing instrument to be his free act and deed.

Before me,

~~Notary Public~~/Attorney at Law

Print Name

JONATHAN L. GOLDBERG
ATTORNEY AT LAW

EXHIBIT A

Doc#: 12214 Bk:28560 Pg:

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THIS IS NOT A BOUNDARY SURVEY

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MORTGAGE INSPECTION OF: DEED BOOK 28372 PAGE 37 COUNTY Cumb
PLAN BOOK 13 PAGE 30 LOT ==

ADDRESS: 48 Western Promenade, Portland, Maine

Job Number: 715-44
Inspection Date: 2-07-11
Scale: 1" = 30'
Client File #: 11157

Buyers: Tristan L. Cuthbert & Alison Kopelman

Seller: Robert William Lapp Jr.

STATE OF MAINE
DAVID L.J. HUGHES #2234
PROFESSIONAL LAND SURVEYOR

Note:
Lines of occupation are shown.
A boundary survey may yield different results.

I HEREBY CERTIFY TO: Bay Area Title Services, Inc.; Tristan L. Cuthbert & Alison Kopelman and the title insurer.

Monuments found did not conflict with the deed description.

The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel 230051-0013 B :

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

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Livingston-Hughes
Professional Land Surveyors
88 Guinea Road
Kennebunkport, Maine 04046
207-967-9761 phone 207-967-4831 fax
www.livingstonhughes.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

JGAMK
TLC

Received
Recorded Register of Deeds
Mar 02,2011 01:45:08P
Cumberland County
Pamela E. Lovley