Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/09/18

EASEMENT, RESTRICTION AND OTHER AGREEMENTS

WHEREAS, Joshua C. Empson of Santa Monica, California, ("Empson") owns property on Cushings Island, Portland, Maine, described by 1993, 1994 and 1996 deeds recorded in the Cumberland County Registry of Deeds in Book 11349, Page 286, Book 11431, Page 284 and Book 12871, Page 137;

WHEREAS, Sidney St. F. Thaxter and Mary McCann Thaxter of Cumberland, Maine, ("the Thaxters") own property on Cushings Island, Portland, Maine, described by a 1998 deed recorded in the Cumberland County Registry of Deeds in Book 14331, Page 223,

WHEREAS, Christopher A. Bond and Lynda J.R. Bond of Cape Elizabeth, Maine, ("the Bonds") own property on Cushings Island, Portland, Maine, described by a 1988 deed recorded in the Cumberland County Registry of Deeds in Book 8492, Page 281,

WHEREAS, George W. Rapp, Jr. of Louisville, KY , as Trustee of the 2005 George W. Rapp, Jr. Revocable Trust ("Rapp") owns property on Cushings Island, Portland, Maine, described by a 2006 deed recorded in the Cumberland County Registry of Deeds in Book 24187, Page 4,

WHEREAS, Shelby Schuck of Tucson, Arizona, ("Schuck") owns property on Cushings Island, Portland, Maine, described in a 1979 deed recorded in the Cumberland County Registry of Deeds in Book 4539, Page 88,

WHEREAS, Empson wishes to obtain an easement across the property of the Bonds and Schuck and in consideration thereof the Bonds wish to obtain an easement across the property of Empson;

WHEREAS, Schuck and the Bonds are parties to an agreement with the Thaxters (the "Tripartite Agreement") that limits the ability of any party to that Agreement to convey easements to any third party without the agreement to the other parties to the Tripartite Agreement, all as more fully described in a document recorded in the Cumberland County Registry of Deeds in Book 8991, Page 94.

WHEREAS all parties to this agreement being abutters and neighbors wish to have the benefit of certain agreements from Empson to maintain a buffer between his property and that of the neighbors;

NOW THEREFORE, Schuck and the Bonds, for full value and consideration, hereby grant to Empson the following appurtenant easement, in lieu of any other rights or easement Empson may have or claim across their land:

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An easement over a 2 foot wide strip of land that begins at the existing utility transmission line in the public way and runs across the land of the Bonds to the existing utility pole near land of Rapp, and continues across land of the Bonds and land of Schuck to the land of Empson, all as shown by the centerline of the easement on the survey plan recorded in the Cumberland County Registry of Deeds at Plan Book 209, Page 389.

This easement shall be for installation, use, maintenance and replacement of electric, communication and data services only serving one lawful residence on the land of Empson. All utility services from the utility pole to the land of Empson shall be installed underground without blasting and Empson shall use his best effort to install the utilities within the 2 foot strip, and the easement shall be located where the utilities are actually installed. Empson shall also restore the surface of the land of Schuck and the Bonds to its previous condition to the extent reasonably possible after any exercise of these easement rights by Empson or his agents. This easement also includes the right to be on adjacent land as reasonably necessary for installation, maintenance and replacement of these utility services.

The Thaxters, the Bonds and Schuck all consent to this easement in accordance with the terms of the Tripartite Agreement.

NOW THEREFORE, Empson, for full value and consideration, hereby grants to the Bonds the following appurtenant easement across his land as described above:

The perpetual right for the Bonds or their successors in interest to cross the land of Empson to Shore Road and other areas of Cushings Island along a path, suitable for their pedestrian and garden-cart use, to be established and maintained by Empson beginning at the path's existing entrance upon his land where it crosses from the land of Schuck and continuing through his back and side yard on the north and west sides of his house and continuing to Shore Road.

WHEREAS, the Thaxters, Rapp, and Schuck all have land abutting that of Empson;

THERFORE, Empson, for full value and consideration, hereby grants the Thaxters, Rapp, and Schuck the following appurtenant restrictions in perpetuity on his property on Shore Road, Cushings Island, Portland, Maine, being the same described above:

Empson agrees not to cut or clear any areas of the land of Empson within fifteen feet of his common boundary with the land of Schuck, the Thaxters, or Rapp beyond what has been cleared as of July 4, 2009, but Empson shall have the right, with the permission of Shuck, the Thaxters, or Rapp, depending on which boundary or view is affected, to selectively cut and trim vegetation and replace existing vegetation with other vegetation as long as no new cleared area is created. Empson further

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agrees to maintain the existing level of vegetation in these areas so as to provide at least the existing level of buffering of the view of his residence from adjacent residences, provided that any mature trees that die or are damaged may be replaced with younger, smaller trees of a similar nature; and provided that Empson may cut vegetation for the purposes of installing the utility services described above.

Empson agrees not to use any generator to provide electric service to his residence, unless there is a power outage such that no electricity is provided through the easement.

Empson agrees that in the event he sells his house within seven years from the date of this agreement he will pay four per cent of the sales price to Cushings Associates, Inc. for the repair of the coal dock located on Cushings Island or such other Cushing Island capital project as approved by a majority of the undersigned Rapp, Bonds, Thaxters and Shuck, their successors or assigns.

Empson agrees that, other than as contained in this agreement, he has no other easements across or interest in the properties of the Bonds, the Thaxters, Schuck, or Rapp.

Dated: May 24, 2000

Joshua C. Empson

State of CALIFORNIA
County of LOS ANGELES

May 24, 2000

Joshua C. Empson personally appeared before me and acknowledged that his signature on this document was his free act and deed.

Gail Elen
Notary Public

GAIL ELEN
Type or print name

GAIL ELEN
Commission # 1670063
Notary Public - California
Los Angeles County
My Comm. Expires May 31, 2010

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Dated:_____, 2009 _____
Shelby Schuck

Dated:_____, 2009 _____
Sidney St. F. Thaxter

Dated:_____, 2009 _____
Mary McCann Thaxter

Dated: 5/11/10 ~~, 2009~~ _____
Christopher A. Bond

Dated: 5. 8. 2010 ~~, 2009~~ _____
Lynda J.R. Bond

George W. Rapp, Jr. Revocable Trust

Dated:_____, 2009 _____
by George W. Rapp, Jr., Trustee

_____ personally appeared before me and acknowledged that his/her signature on this document was his/her free act and deed.

_____
Notary Public

_____
Type or print name

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Dated: _____, 2009

Shelby Schuck

Dated: 3/31, 2010

Sidney St. F. Thaxter

Dated: 3/31, 2010

Mary McGann Thaxter

Dated: _____, 2009

Christopher A. Bond

Dated: _____, 2009

Lynda J.R. Bond

George W. Rapp, Jr. Revocable Trust

Dated: _____, 2009

by George W. Rapp, Jr., Trustee

_____ personally appeared before me and acknowledged that his/her signature on this document was his/her free act and deed.

Notary Public

SEAL

REBECCA A. ROBINSON
NOTARY PUBLIC-MAINE
My Commission Expires
March 11, 2016

version 11-12-09

Received
Recorded Register of Deeds
Nov 28,2010 02:08:10P
Cumberland County
Pamela E. Lovley