CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 10/07/16

WARRANTY DEED
(Corrective – 2 of 2)

KNOW ALL PERSONS BY THESE PRESENTS

WILLIAM J. SEYMOUR, Trustee under the Will of James E. Seymour, pursuant to Cumberland County Probate Docket No. 94-810, having a mailing address of 248 West Elm Street, Pembroke, MA 02359, for consideration paid, grant to **SOUTH SIDE, LLC**, a Maine limited liability company with its principal place of business at 243 Jennie Lane, Eliot, Maine 03903, with WARRANTY COVENANTS, the premises on Cliff Island, in the City of Portland, County of Cumberland and State of Maine, described on Exhibit A, attached hereto and made a part hereof.

This conveyance is Subject to the following:

1. Grantor hereby reserves an easement for a shared well, which well is located on the Premises being conveyed to Grantee (Grantee and Grantor are collectively referred to herein as the "Landowners"). The rights retained herein are limited to a period of three years. The three year period shall begin to run upon the sale by Grantor of its retained land at 77 Church Road, or the date that is six months from the date of this deed, whichever is earlier. This retained easement shall terminate earlier in the event that Grantor installs a well at 77 Church Road. Grantor reserves the right and easement, for the benefit of its retained property, to use the water supplied by the common well at 87 Church Road and all common connecting pipes and pumps, up to its boundary (the "Water System") for the benefit of its retained property for all purposes related to the delivery of water, and subject to the terms set forth herein.

2. Grantee agrees to pay one-half the cost of replacing the common Water System components. Grantee shall be under no obligation to maintain the Water System. Grantee shall not be responsible for the quality or quantity of water.

3. In the event that Grantee elects to perform maintenance on a component of the Water System that is commonly used, the cost of all work such work shall be borne equally by the Landowners. All construction shall be done in a good and workmanlike manner and in accordance with all applicable laws, ordinances and standards. Each party is solely responsible for any portion of the water system that exclusively serves their respective property.

4. The term "maintenance" as herein used, shall be deemed to include, but not limited to reasonably maintaining and cleaning, and replacing parts of the Water System. It does not include the cost of replacing the well. If the Grantee elects not to maintain the Water System, Grantor may do so, but at its own expense.

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5. The respective rights identified herein run with the land to the respective Landowners, their heirs, successors and assigns.

6. In the event of any dispute regarding this easement, (including the collection of common maintenance costs) binding arbitration will be required. If an arbitrator finds that arbitration was required because a party or parties took a position that demonstrates they were not acting in good faith, the arbitrator may award the prevailing party their fees and expenses, including attorney's fees, incurred pursuant to the arbitration action. The award of the arbitrator shall be enforceable by a court of competent jurisdiction, and the prevailing party in Arbitration shall be awarded their fees and expense, including attorney fees incurred in any collection action.

7. The Grantee shall have the authority to assess and collect funds as provided herein and to contract for maintenance of the common Water System.

8. The Landowners shall be authorized to hire workers and contractors, engage the services of other parties to do any other reasonable act necessary to perform the maintenance described in this easement. The Landowners shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by their willful misconduct or gross negligence.

9. Grantor has the right to access Grantee's lot in order to maintain the Water System. All maintenance shall be done in such a fashion to cause minimal intrusion and disruption and shall restore the lot to its original condition as close as reasonably possible, including without limitation replacement of landscaping, plants and surfacing and subsurface materials.

10. The Landowners agree that all mortgagees of any Landowner and the successors, administrators and assigns of said mortgagees, including but not limited to all FHA, HUD or VA insured mortgage interests on said properties shall be considered third party beneficiaries of this easement.

MEANING AND INTENDING to describe and convey and hereby conveying a portion of those premises conveyed by William J. Seymour, Personal Representative of the Estate of James E. Seymour, to William J. Seymour, Trustee under the Will of James E. Seymour, dated December 27, 1995 and recorded in the Cumberland County Registry of Deeds, Book 12343, Page 330.

This deed and a companion deed between these parties to be recorded immediately prior to this deed are intended to correct an erroneous conveyance from the Grantor herein to the Grantee herein by deed dated July 17, 2015, recorded in the Cumberland County Registry of Deeds Book 32445, Page 40.

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IN WITNESS WHEREOF, the said William J. Seymour, in his capacity as Trustee under the Will of James E. Seymour, has signed and sealed this instrument on Feb 5, _____, 2016.

Witness

WILLIAM J. SEYMOUR, Trustee

STATE OF MAINE
CUMBERLAND, ss

February 5, 2016

Then personally appeared William J. Seymour, in his capacity as Trustee under the Will of James E. Seymour, and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

Notary Public/~~Attorney at Law~~

Printed Name
Commission Expires:

MICHAEL G. FRIEDMAN
Notary Public, Maine
My Commission Expires February 28, 2017

SEAL

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EXHIBIT A

A certain lot or parcel of land located on the southeasterly side of Church Road, also known as Island Avenue, on Cliff Island in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a #5 rebar with cap stamped "NCS, INC PLS 1314" to be set on the southeasterly right-of-way line of Church Road at the northerly corner of land to be conveyed to Anna L. Merritt and Benjamin T. Rubin, which rebar will be located S 72°56'09" W a distance of 57.83' from a rebar found 2' above grade on said right-of-way line of Church Road as shown on a plan entitled "Boundary Survey and Lot Split, 81 & 87 Church Road, Cliff Island, Portland, Maine" prepared for Anna L. Merritt and Benjamin T. Rubin by Northeast Civil Solutions, Inc., dated December 2, 2015, last revised January 14, 2016 which plan has been recorded on January 26, 2016 in the Cumberland County Registry of Deeds ("CCRD") in Plan Book 216, Page 24 (the "Plan");

THENCE N 72°56'09" E along the southeasterly right-of-way line of Church Road a distance of 122.17' to a #5 rebar with cap stamped "NCS, INC PLS 1314" to be set at the westerly corner of land N/F of James MacLean Coull and Andrew A. Coull as described in a deed recorded in the CCRD in Book 29795, Page 145, which rebar will be located N 72°56'09" E a distance of 4.41' from a bent rebar found 0.4' above grade on said right-of-way line of Church Road;

THENCE S 37°02'07" E along the southwesterly line of said Coull a distance of 165.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314" to be set;

THENCE continuing S 37°02'07" E along the southwesterly line of said Coull a distance of 28', more or less, to the high water line of the Atlantic Ocean;

THENCE in a general southwesterly direction along the high water line of the Atlantic Ocean, 128', more or less, to the northeasterly line of land to be conveyed to said Merritt and Rubin;

THENCE N 33°42'26" W along the northeasterly line of land to be conveyed to said Merritt and Rubin a distance of 16', more or less, to a #5 rebar with cap stamped "NCS, INC PLS 1314" to be set, which rebar will be located S 54°13'37" W a tie line distance of 126.72' from said rebar set on the southwesterly line of said Coull;

THENCE N 33°42'26" W along the northeasterly line of land to be conveyed to said Merritt and Rubin, 204.28' to the POINT OF BEGINNING.

The parcel described above, using approximate high water as its southeasterly extent for area calculation only, contains 26,610 square feet or 0.61 acre, more or less.

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Meaning and intending to describe Parcels 2 and 4, and a portion of Parcel 1 as described in a deed from William J. Seymour, Personal Representative of the Estate of James E. Seymour, to William J. Seymour, Trustee under the Will of James E. Seymour, dated December 27, 1995 and recorded in the CCRD, Book 12343, Page 330.

The basis of bearing for the parcel described above is Magnetic North of 1994.

The final two calls in the above legal description ["N 33°42'26" W along the northeasterly line of land to be conveyed to said Merritt and Rubin a distance of 16', more or less, to a #5 rebar with cap stamped "NCS, INC PLS 1314" to be set, which rebar will be located S 54°13'37" W a tie line distance of 126.72' from said rebar set on the southwesterly line of said Coull; thence N 33°42'26" W along the northeasterly line of land to be conveyed to said Merritt and Rubin, 204.28' to the point of beginning"] are stipulated by the parties hereto to be the common boundary between the parcel herein conveyed and adjoining land of the Grantor located to the southwest, which adjoining land Grantor intends to convey by deed bearing substantially even date herewith to Anna L. Merritt and Benjamin T. Rubin, as noted on the Plan.

ALSO CONVEYING, with no covenants of title, all right, title and interest the Grantor Trust may have in and to the land between the high and low tide lines.

Received
Recorded Register of Deeds
Feb 11,2016 09:21:31A
Cumberland County
Nancy A. Lane