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## QUITCLAIM EASEMENT DEED WITH COVENANT

**424 Warren Avenue, LLC**, a Maine limited liability company, with a place of business at 401 Warren Avenue, Portland, Maine 04101, for consideration paid, grants to, **PH Warren Ave, LLC**, a Maine limited liability company, with a place of business in Portland, County of Cumberland and State of Maine, with a mailing address of 401 Warren Avenue, Portland, Maine 04101 with **QUITCLAIM COVENANTS**, a non-exclusive easement in common with this Grantor, its successors and assigns, as more particularly delineated as hereinafter set forth over lands of the Grantor situated in the City of Portland, County of Cumberland and State of Maine, bounded and described on Exhibit A.

A certain non-exclusive appurtenant right-of-way and easement over the driveway (the "Driveway") as presently located in the easement area described on Exhibit A for the benefit of the Grantee, its successors and assigns, in common with the Grantor, its successors and assigns, for its remaining lands for use in common with the Grantor, its successors and assigns and Grantee, its successors and assigns.

Said right of way and easement, as may be improved by Grantee, its successors or assigns, shall be for all purposes now or hereafter customary of a road or way, including ingress and egress, drainage and all utilities now or in the future customary, including without limitation electricity, cable, telephone, gas, water, and sewer. Together with the right to construct, repair, improve and maintain said right of way and easement for such purposes and to construct, repair and maintain thereon and thereunder such wires, cables, lines, pipes, poles, drains, braces, meters, gauges, relaying, amplifying and connecting equipment, supporting, retaining and stabilizing structures, paving, curbing and landscaping as may be useful in connection with the foregoing, the preceding enumeration being descriptive and not in limitation of Grantee's rights for the purposes herein mentioned. Grantee, its successors and assigns further shall have the following rights with respect to Driveway:

- A. The right to grade the strip of land for the full width thereof to such extent as Grantee, its successors and assigns may find reasonably necessary.
- B. The right of constructing, maintaining and using such strip as a roadway as Grantee may deem necessary in the exercise of its rights.
- C. The right of grading for, constructing, maintaining and using such road on and across the strip as Grantee may deem necessary in the exercise of the right of ingress and egress; the right from time to time to trim, cut down, and clear away and any all trees and brush now or hereafter on said strip which may interfere with the exercise of Grantee's rights hereunder.

Grantee, its successors and assigns hereby covenants and agrees that all such installation, construction, replacement, maintenance and repair shall be conducted in a good and workmanlike manner and that any damage or disturbance to said strip caused by any such

entrance and work shall be promptly remedied and repaired; provided, further, however, that nothing herein shall be deemed to prohibit, or in any manner restrict, the right of the Grantee, its successors and assigns to enter upon the easement for the purposes hereinbefore set forth. Neither Grantor nor Grantee, their respective successors and assigns, shall have any right to erect or construct a building of any kind, or other permanent structure on said easement.

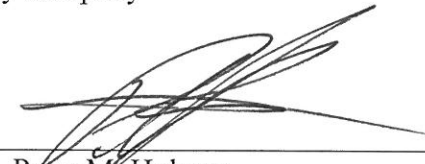
Reserving to the Grantor, its successors and assigns, the use and enjoyment of the right of way, driveway and the premises for all such purposes as will not unreasonably interfere with the perpetual use thereof by the Grantee, its successors and assigns, for the purposes herein mentioned. Grantor, its successors and assigns, shall not erect or construct any building of any kind or other permanent structure and shall not otherwise unreasonably interfere with or disrupt Grantee's use of the right of way and easement retained hereby. The right of way and easement retained herein shall be maintained in a good and workmanlike manner, and made and kept safe by Grantor and Grantee with each party paying Fifty Percent (50%) of all such expenses.

Being a part of the premises described in a deed from Ronald A. Hamlin, Trustee of the Charitable Remainder Unitrust of Ronald A. Hamlin to 424 Warren Avenue, LLC dated February 14, 2002, and recorded in said Registry of Deeds in Book 17326, Page 340.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by Peter M. Holmes, its Manager, thereunto duly authorized, this \_\_\_\_ day of August, 2014.

424 Warren Avenue, LLC, a Maine limited liability company

By: \_\_\_\_\_



Peter M. Holmes  
Its Manager

\_\_\_\_\_  
Witness

STATE OF MAINE  
CUMBERLAND, ss.

August 8, 2014

Personally appeared the above-named Peter M. Holmes as Manager of 424 Warren Avenue, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of 424 Warren Avenue, LLC.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law  
Print Name: \_\_\_\_\_

**EXHIBIT A**

**424 Warren Avenue, LLC**

To

**PH Warren Ave, LLC**  
**(2131442D1)**

A certain lot or parcel of land to be used as an easement area, situated on the northerly sideline of Warren Avenue, in the City of Portland, County of Cumberland, and State of Maine, being more particularly bounded and described as follows:

Beginning at a #5 steel rebar with survey cap #2124 to be set on the apparent northerly sideline of Warren Avenue, being the southeasterly corner of the herein described parcel, the southeasterly corner of land described in a deed from Ronald A. Hamlin, Trustee of the Charitable Remainder Unitrust of Ronald A. Hamlin, to 424 Warren Avenue, LLC (the herein grantor), dated February 14, 2002 and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 17326, Page 340, and the southwesterly corner of land described in a deed from JMC Warren Ave, LLC to PH Warren Ave, LLC (the herein grantee), dated June 26, 2013 and recorded in CCRD Book 30781, Page 74, as depicted on a plan entitled "*Plan Depicting The Results Of A Partial Boundary Survey, Existing Conditions & Proposed Lot Division Made For PH Warren Ave, LLC Northerly Sideline Of Warren Avenue, Saville Street & Newcomb Street, Portland, Maine*", dated January 7, 2014, revised February 12, 2014 by Nadeau Land Surveys, Portland, Maine;

Thence N13°29'55"W along the southwesterly line of land of the herein grantee, a distance of two hundred eighty-six and forty-seven hundredths (286.47') feet to the northeasterly corner of the herein described parcel;

Thence S76°30'05"W continuing along said land of the herein grantee, a distance of fifty and no hundredths (50.00') feet to a corner of said land of the herein grantee;

Thence continuing S76°30'05"W through land of the herein grantor, a distance of thirty-eight and ninety-five hundredths (38.95') feet to the northwesterly corner of the herein described parcel;

Thence S06°07'15"E continuing through said land of the herein grantor, a distance of two hundred seventy-two and sixty-eight hundredths (272.68') feet to said northerly sideline of Warren Avenue at the southwesterly corner of the herein described parcel;

Thence N83°52'45"E along said northerly sideline of Warren Avenue, a distance of one hundred twenty-five and no hundredths (125.00') feet to the point of beginning.

Total area of the herein described parcel equals 29,783 square feet. Bearings are based on Grid North, MSPC NAD83, 1802 (West Zone), U.S. Feet.

The herein described easement area is subject to a twenty (20') foot wide right of way as described in CCRD Book 6161, Page 98, dated April 28, 1983, from Goodwill Of Maine, Inc. to Guy Gannett Broadcasting Services.