Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 04/05/17

RELEASE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Saint Joseph's Manor**, with a mailing address of 1133 Washington Avenue, Portland, Maine in consideration of One Dollar ($1.00) and other valuable consideration paid by the **CITY OF PORTLAND**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine, does hereby remise and release and forever quitclaim to the said City of Portland any interest it may have in certain easements and rights of way as described in Exhibit A attached hereto and incorporated herein by reference.

> Said easement and right of way for the purpose of and conveying the right to perpetually maintain through, under and across said property an access way with all necessary fixtures and appurtenances for installing and maintaining to perpetually maintain through, under, and across said property conduits or pipelines with all necessary fixtures and appurtenances for conveying storm water and sewer water and to lay, relay, repair, maintain, clean and remove said storm water and sewer water pipe or pipes upon or under said strips, with all necessary fixtures and appurtenances, together with the right at all times to make connections with said conduits or pipelines to land adjoining said sewer and drainage easement by means of pipes or other services; to maintain the brook known as Fallbrook as shown on the attached Exhibit A, incorporated herein by reference; to trim, cut down and remove trees, bushes, and other vegetation of all kinds, to remove debris and deposits of any kind and to alter and regrade the contours of said easement to such extent as in the sole judgment of the Grantee is necessary or appropriate for any of the above purposes; and to enter upon said easement at any and all times for any of the foregoing purposes, reserving to the Grantor and their successors and assigns the use and enjoyment of said strips and for such purposes only as will in no way interfere temporarily or otherwise with the perpetual use thereof by the Grantee, its successors and assigns for the purpose above mentioned, provided that no building or any kind of permanent structure, including, but not limited to, walls and fences, shall be erected on said strip by the Grantor, their successors or assigns; and that the Grantor, their successors and assigns shall not remove earth from said easement without the written permission of the Grantee, its successors and assigns.