RELEASE OF EXISTING EASEMENT AND GRANT OF NEW EASEMENT
(Subsurface Sewage Disposal System)

AGREEMENT made this 16th day of November, 2015, by and between Duck Pond Road, LLC (hereinafter "Duck Pond") and Philip E. Curran and Nancy A. Curran (hereinafter "Currans").

WHEREAS, Duck Pond is the owner of land situated at 172 Duck Pond Road, Westbrook, Maine, described in a deed to Duck Pond dated August 28, 2015 and recorded at the Cumberland County Registry of Deeds in Book 32580, Page 74, which property is benefited by an easement for a subsurface waste disposal system as first described in deed recorded at Book 8047, Page 272 (the "Existing Easement"); and

WHEREAS, Currans are the owner of an adjoining parcel of land located at 222 Duck Pond Road described in a deed recorded at said Registry of Deeds in Book 8047, Page 270 (see also Plan Book 91, Page 28) which land is burdened by the Existing Easement; and

WHEREAS, the Parties desire to extinguish the Existing Easement, and create a new easement benefiting Duck Pond's premises for subsurface septic system and leach field at a different location on the Currans' premises (the "New Easement")

NOW THEREFORE, for One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Duck Pond hereby releases its rights in the Existing Easement to the Currans.

Currans hereby grant unto Duck Pond an easement for the installation, use, maintenance, repair and replacement of a subsurface septic system and leach field on that portion of Currans' property hereinafter described (the "Easement Area") and the right to enter upon said Easement Area to install, maintain, use, repair and replace said subsurface septic system and leach field.

The Easement Area being described as follows:

> An area adjoining the Duck Pond premises, having 60 feet of frontage on Duck Pond Road, by 110 feet in depth, as shown in Exhibit A attached hereto and incorporated by reference.

Said easement area shall be for the use and benefit of Duck Pond, its successors and assigns, for the purposes described herein. The provisions described herein shall be deemed covenants running with the land, burdening and benefiting the respective premises, and this easement with the covenants therein shall be binding on the respective heirs, devisees and assigns of the Parties herein.

Following Grantee's use of this Easement, Grantee, its successors and assigns, shall restore the Grantor's real estate to its previous condition to the extent reasonably feasible. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and/or damage caused by the exercise of its easement rights as set forth herein.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on the day and year first above written.

Duck Pond Road, LLC

Witness

By: John M. Murphy, Manager

Witness

Philip E. Curran

Witness

Nancy A. Curran

STATE OF MAINE
CUMBERLAND, SS. November 6, 2015

Then personally appeared the above-named John M. Murphy, duly authorized Manager of Duck Pond Road, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Thomas F. Jewell
Maine Attorney at Law

STATE OF MAINE
CUMBERLAND, SS. November 16, 2015

Then personally appeared the above-named Philip E. Curran and Nancy A. Curran, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

STEVEN W. RAND
ATTORNEY AT LAW, STATE OF MAINE
(AUTHORIZED TO TAKE ACKNOWLEDGMENTS
PURSUANT TO 4 M.R.S.A. 1056)

Attorney at Law/Notary Public
Print Name:
My Commission Expires: N/A

DOC :61033 BK:32740 PG:296
RECEIVED - RECORDED REGISTER OF DEEDS
11/18/2015, 12:46:43P
CUMBERLAND COUNTY, NANCY A. LANE

