

Order 222-15/16

Passage: 9-0 on 4/25/2016

Effective 5/5/2016

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING A PUBLIC PEDESTRIAN EASEMENT
FOR PUBLIC SIDEWALK FROM 22-28 TATE STREET, LLC**

ORDERED, that the attached public pedestrian easement from 22-28 Tate Street, LLC for a public sidewalk at 22-28 Tate Street is hereby accepted in substantially the form attached hereto.

SIDEWALK EASEMENT
TO THE
CITY OF PORTLAND

KNOW ALL PERSONS BY THESE PRESENTS that 22-28 Tate Street, LLC a Maine Limited Liability Company with a mailing address of 3 Carroll Street, Portland Maine 04102(hereinafter, "GRANTOR), for one dollar and other good and valuable consideration paid by the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter "GRANTEE"), does hereby grant to the said CITY OF PORTLAND the perpetual easement and rights described below over the land described below, provided, however, that this easement shall become effective only upon the issuance by the City of Portland of a certificate of occupancy for one or more of the condominium units which were approved by the City of Portland on December 15, 2015 to be constructed at 22-28 Tate Street, Portland, Maine, known as West Port Lofts Condominium.

The purpose of the easement granted herein is to grant public pedestrian access in, on, under, and over the Easement Area which shall function as a sidewalk for pedestrian, bicycle and similar non-motorized pedestrian uses subject, however, to such rules or ordinances that Grantee may adopt from time to time in the interests of public safety. Notwithstanding the foregoing, wheelchair and emergency vehicles as well as snow removal equipment shall be permitted in accordance with applicable federal and/or state laws regulating accessibility for such devices, vehicles or equipment. The GRANTEE shall have the right, but not the obligation, to construct, maintain, repair and replace a sidewalk in, on, under and over the portions of that certain parcel of land of the Grantor as described in **Exhibit A**, attached hereto and made a part hereof (the "Easement Area") and as depicted on **Exhibit B** attached hereto and made a part hereof. Notwithstanding anything to the contrary in this easement, it shall be the responsibility of the

GRANTOR, its successors and/or assigns, as is then the owner of the Easement Area, and not the GRANTEE, to remove snow and ice from said sidewalk and to otherwise comply with all laws, rules, regulations, and ordinances governing the removal of snow and ice.

GRANTOR further covenants and agrees for itself, its successors and assigns, that, except for the construction, maintenance, repair, or replacement of the sidewalk and any appurtenances by GRANTEE, its successors and assigns, and except for its use as a driveway from Tate Street to the parking spaces for West Port Lofts Condominium as approved, the land that lies in the Easement Area shall, as provided and permitted herein, be maintained as a sidewalk for the uses set forth and described herein and GRANTOR shall not use or permit any use that would be contrary to such condition. Except for construction, maintenance, and repair and other activities as authorized herein, GRANTEE shall not use the Easement Area in any manner that would obstruct access to GRANTOR'S adjacent property.

This easement is given for recreational use and the GRANTOR and GRANTEE claim the rights and protections against liability in accordance with Title 14 MRS §159-A to the maximum extent permitted by law.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by Todd M. Alexander its Manager thereunto duly authorized as of the ____ day of _____, 2016.

WITNESS:

22-28 Tate Street, LLC

By: _____
Its: Manager
Print Name: Todd M. Alexander

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, 2016

Personally appeared the above named Todd M. Alexander in his capacity as Manager of 22-28 Tate Street, LLC who acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of 22-28 Tate Street, LLC.

Before me,

Name:
Notary Public / Attorney at law

My Commission Expires: _____

EXHIBIT A

Metes and Bounds Description

A certain easement across land situated along the southerly side of Tate Street in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the intersection of the southerly street line of Tate Street and the easterly sideline of property now of 22-28 Tate Street, LLC, as described in a deed recorded in the Cumberland County Registry of Deeds in Book 32116, Page 278, which point is also N 53°57'24" W two hundred forty-five and eighty-nine hundredths feet (245.89') from the southwest corner of the intersection of Tate Street and York Street;

Thence N53°57'24"W one hundred seven and twenty-six hundredths feet (107.26') along said southerly street line of Tate Street to a point in the westerly sideline of property now of 22-28 Tate Street, LLC, as described in a deed recorded in said Registry in Book 32116, Page 280:

Thence S37°24'12"W two and twenty-five hundredths feet (2.25') along said westerly sideline of 22-28 Tate Street, LLC to a point;

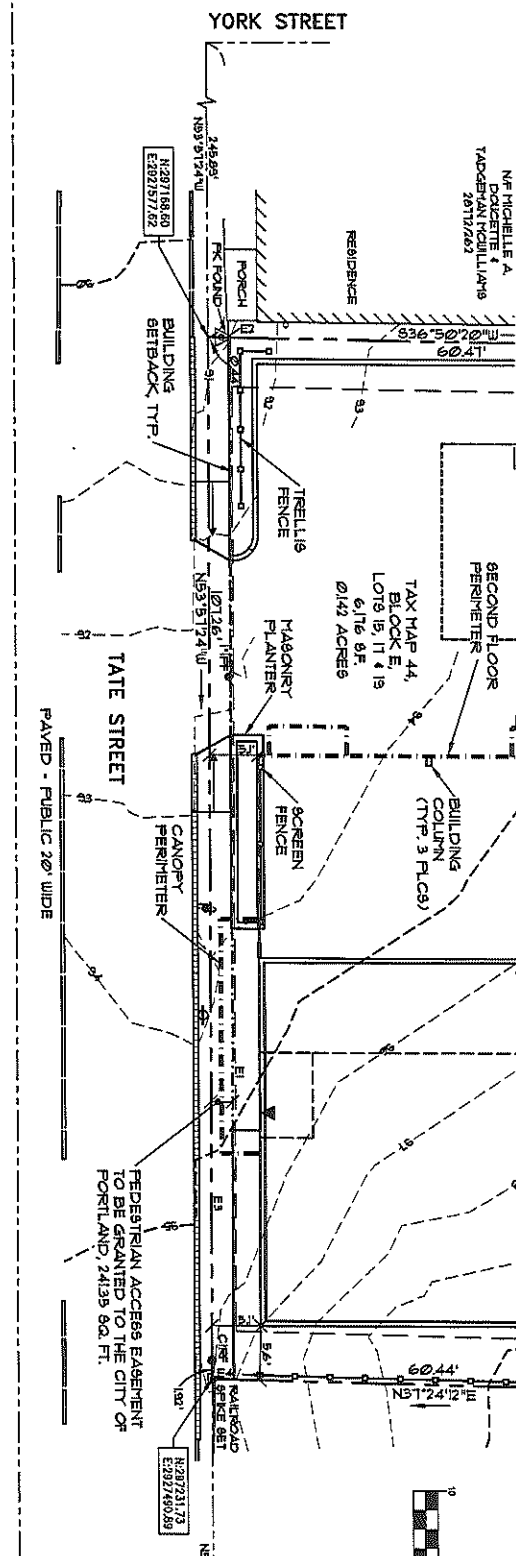
Thence S53°57'24"E one hundred seven and twenty-eight hundredths feet (107.28') across land of 22-28 Tate Street, LLC as aforesaid to a point in the easterly sideline of its property as described in deed recorded in said Registry in Book 32116, Page 278;

Thence N36°50'20"E two and twenty-five hundredths feet (2.25) along said easterly sideline to said southerly street line of Tate Street and the point of beginning.

Said easement comprising an area of 241.35 square feet, more or less.

Reference is made to a Subdivision Recording Plan for West Port Lofts Condominium, to be recorded in said Registry, an excerpt of which is attached hereto as Exhibit B.

SUBDIVISION PLAN
SCALE: 1"=10'



PEDESTRIAN ACCESS EASEMENT

LINE	BEARING	DISTANCE
E1	S83°51'24"E	107.28'
E2	N86°50'20"E	225'
E3	N83°51'24"W	107.28'
E4	S31°24'12"W	225'