

QUITCLAIM EASEMENT WITHOUT COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that **JAY C. EDWARDS**, a resident of Falmouth, Maine with an address of 7 Underwood Lane, Falmouth, ME 04105 ("Grantor"), FOR VALUABLE CONSIDERATION, does hereby GRANT to **TOWN OF FALMOUTH**, a Maine municipal corporation having a mailing address is 271 Falmouth Road, Falmouth, Maine 04105 (the "Grantee"), an easement and right of way, in common with Grantor and others (the "Easement"), for the purposes described below, over a portion of the road designated as "Underwood Road" on that certain Plan of Resubdivision of Underwood, Falmouth Foreside, Maine (the "Plan") recorded in the Cumberland County Registry of Deeds in Book 17, Page 1, for the benefit of the public and the roads of Grantee ("Grantee's Land"), being a portion of the said Underwood Road as depicted on the Plan extending from a line perpendicular to the sideline of Underwood Road at the most northwesterly point of the "Line of Foot of Bank and High Water Mark," as shown in **Exhibit 1**, to the intersection where Glen Road merges with Underwood Road, as shown in Exhibit 1.

The Easement granted herein is to allow Grantee, its citizens, tenants, contractors, guests and invitees to pass and repass, on foot and by motor vehicle, over the said passageway from Underwood Road to high water mark of Underwood Cove. The Easement shall also allow Grantee to install, repair, maintain and replace roadways and utilities in the passageway, provided that such utilities do not interfere with any utilities of other parties in the passageway. Grantee hereby agrees to indemnify and hold Grantor and its partners and tenants, guests and invitees, harmless for any claim, loss, judgment, demand, cause of action, fine, penalty or cost, including without limitation reasonable attorneys' fees, incurred or suffered by Grantor or such parties in connection with Grantee's exercise of its rights under this Easement or breach of its obligations under this Easement, including without limitation any injury or death or mechanics' lien claims, excluding, however, any claims to the extent arising from the negligence or willful acts of Grantor or its contractors, employees, tenants or guests. In the event that either party must pursue legal action to enforce its rights under this Easement, the substantially prevailing party shall be entitled to collect its reasonable attorneys' fees from the other party, which the other party hereby agrees to pay.

The Easement is granted without any covenants of warranty whatsoever. Grantor makes no representations or warranties of any kind as to the state of title to, or Grantor's ownership of, the passageway described herein.

IN WITNESS WHEREOF, JAY C. EDWARDS, the Grantor, has caused this instrument to be signed and sealed this ____ day of April, 2012.

[remainder of page left blank intentionally—signatures begin on next page]

WITNESS:

Jay C. Edwards

STATE OF MAINE
CUMBERLAND, ss.

April ____, 2012

Before me personally appeared the above-named Jay C. Edwards, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed.

Attorney-At-Law/Notary Public

Print Name: _____

My Commission Expires: _____

Municipal Release Deed

KNOW ALL PERSONS BY THESE PRESENTS, that the **TOWN OF FALMOUTH**, a Maine municipal corporation having a mailing address is 271 Falmouth Road, Falmouth, Maine 04105 (the "**Grantor**"), for consideration paid, releases to **DEBORAH ZIMMERMAN**, a Maine resident with a mailing address of 7 Underwood Road, Falmouth, Maine 04105 (the "**Grantee**"), her heirs, successors and assigns forever, the Grantor's interest in lot U18-023 of the Grantor's tax maps acquired through the filing of lien certificates and foreclosure of the mortgage created thereby, which lien certificates are described as follows:

1 – Tax lien certificate dated September 4, 1998 and recorded at book 14124, page 264 of the Cumberland County Registry of Deeds;

2 – Tax lien certificate dated September 4, 1997 and recorded at book 13301, page 325 of the Cumberland County Registry of Deeds,

IN WITNESS WHEREOF, the TOWN OF FALMOUTH has caused this instrument to be executed and delivered by Nathan A. Poore, its Town Manager, thereunto duly authorized, this ____ day of April, 2012.

WITNESS:

TOWN OF FALMOUTH

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

By: Nathan A. Poore
Its: Town Manager

April ____, 2012

Then personally appeared the above-named Nathan A. Poore, in his capacity as Town Manager of the Town of Falmouth, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Falmouth.

Before me,

Notary Public/Attorney at Law

Print name