EASEMENT DEED

035924 - BK8851PG0139

WARRANTY DEED

RESURGAM CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 01/05/16

KNOW ALL MEN BY THESE PRESENTS, THAT we, CLINTON GR KATHERINE H. GRAFFAM of Portland, County of Cumberland Maine in consideration of one dollar ($1.00) and other considerations paid by PORTLAND WATER DISTRICT, a quasi corporation organized and existing under the laws of th Maine and located at Portland in the County of Cumberland and State of Maine whose mailing address is 225 Douglass Street, Portland, Maine 04104 the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said PORTLAND WATER DISTRICT, its successors and assigns forever, the right perpetually to enter at any and all times upon a parcel of land located on the easterly side of Centennial Street on Peaks Island in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly sideline of Centennial Street, said point being the dividing line between land of the Grantors and land now or formerly of Douglas E. MacVane; thence North 7°-19'-26" East along said Centennial Street fifty and no hundredths (50.00) feet to a point; thence South 73°-08'-10" East thirty and no hundredths (30.00) feet to a point; thence South 7°-19'-26" West fifty and no hundredths (50.00) feet, more or less, to a point on the dividing line between land of the Grantors and said MacVane land; thence North 73°-08'-10" West along said MacVane land thirty and no hundredths (30.00) feet, more or less, to Centennial Street and the point of beginning.

Being a portion of the premises conveyed to these Grantors by Arlette F. Frellick et als. by deed dated October 3, 1952 and recorded in the Cumberland County Registry of Deeds in Book 2108, Page 138.

And to construct a sewage pumping station, and perpetually maintain upon, through and across said parcel conduits and pipe lines for conveying sewage, electricity and telecommunications, and to lay, relay, repair, maintain and remove a station, conduits and pipe lines upon or under said parcel, with all necessary fixtures or appurtenances, together with the right at all times to make connections with said conduits or pipe lines to land adjoining said parcel by means of pipes or services, to install electric or other energized control lines and appurtenances upon or under said parcel; to trim, cut down and remove bushes and trees and to remove grass and crops growing on said parcel to such extent as in the judgement of the Grantee is necessary for any of the above purposes; and to enter upon said parcel at any and all times for any of the foregoing purposes; reserving to the Grantors, their heirs and assigns, the use and enjoyment of said parcel for such purposes only as will in no way interfere with the perpetual use thereof by the Grantee, its successors and assigns, for all of the purposes above mentioned, provided that no building or any kind of

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permanent structure will be erected on said parcel by t their heirs and assigns, and that the Grantors, their h assigns, shall not remove earth from said parcel or pla thereon without the written permission of the Grantee.

TO HAVE AND TO HOLD the aforegranted and bargained with all the privileges and appurtenances thereof, to t PORTLAND WATER DISTRICT, it successors and assigns, to its and their use and behoof forever.

AND we do COVENANT with the said Grantee, its successors and assigns, that we lawfully seized in fee of the premises, that they are free of all encumbrances that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all person.

IN WITNESS WHEREOF, we, the said CLINTON GRAFFAM and KATHERINE H. GRAFFAM, being husband and wife, joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 2nd day of the month of August, A.D. 1989.

Signed, Sealed and Delivered
in presence of

Norman V. Twaddel

to both

Clinton W. Graffam
CLINTON GRAFFAM

Katherine H. Graffam
KATHERINE H. GRAFFAM

STATE OF MAINE
County of Cumberland ss.

August 2, 1989

Then personally appeared the above named CLINTON GRAFFAM and KATHERINE H. GRAFFAM and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Norman V. Twaddel
Notary Public
NORMAN V. TWADDEL
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 11, 1995
Printed Name

SEAL

RECEIVED
RECORDED REGISTRY OF DEEDS
1989 AUG -2 PM 2:48
CUMBERLAND COUNTY