Section 6 - Easements, Covenants, and Public or Private Right-Of-Ways

The property within Portland contains several utility easements and an existing railroad crossing easement shown on the existing conditions plan that is included with this application.

Subject properties:

Owner of Record: Pike Industries, Inc. CCRD Book 23504, Page 113, Corrected by Book 23578, Page 296

- a. Westbrook Tax Map 42B, Lot 14 (Ref. Deed BK8964/PG221, 2001/491, 2198/493)
- b. Westbrook Tax Map 42B, Lot 11 (Ref. Deed 2198/493, 1737/445)
- c. Westbrook Tax Map 42B, Lot 10 (Ref. Deed 4166/68)
- d. Portland Tax Map 264, Lot A002 (Ref. Deed 3162/899, 1921/59)
- e. Portland Tax Map 264, Lot A004 (Ref. Deed 2755/81)

Easements:

Utility Easement to Portland Pipe Line Corporation (BK2881/PG459) Utility Easement to Central Maine Power Company (3204/758) Petroleum Easement to Buckeye Partners (1891/16)

Railroad Crossing:

Farm crossing: Plan - "Right-Of-Way and Track Map, The Portland & Ogdensburg Ry., Owned & Operated by the Portland Terminal Company, Station 158+40 to Station 211+20" Dated: June 10, 1916. Scale 1"=100'. Office of Chief Engineer, Portland, Maine (Sheet V-2/4)

WARRANTY DEED

Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS,

THAT, I, Irene E. Blwell of Westbrook, County of Cumberland, State of Maine, being unmarried, for consideration paid, grant to BLUE ROCK INDUSTRIES of Westbrook, County of Cumberland, State of Maine, whose mailing address is 58 Main Street, Westbrook, Maine 04092 with warranty covenants, a certain lot or parcel of land situated southeasterly of, but not adjacent to, Larrabee Road in Westbrook, County of Cumberland and State of Maine, being more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar marked RLS #1155 set on the town line between the City of Portland and the City of Westbrook and land now or formerly of the State of Maine (C.C.R.D. 3397-194) as shown on a Plan of Maine State Highway Commission Right of Way Map dated October, 1972 recorded in the Cumberland County Registry of Deeds Plan Book 127 Page 26, said iron bearing South 31-19-46 West two thousand seven hundred seventeen and fifty-four hundredths (2727.54) feet from a 6" X 6" concrete town line monument as shown on a plan of the town line between Portland and Westbrook dated January 3, 1946 per the City of Portland Department of Engineering;

Thence, South 74-29-39 West along said land of the State of Maine one hundred forty-seven and sixty-three hundredths (147.63) feet to a 6" X 6" concrete monument set at a point of curvature at Station 15+00.81 as shown on said Plan of the State Highway Commission;

Thence, southwesterly continuing along said land of the State of Maine and a curve to the left having a radius of three hundred five and no hundredths (305.00) feet an arc distance of two hundred thirty-one and sixty-six hundredths (231.66) feet to a 6" X 6" concrete monument set at a point of compound curvature at Station 18+27.415 as shown on said plan;

Thence, westerly along said land of the State of Maine and a curve to the left having a radius of five hundred ninety-five and no hundredths (595.00) feet an arc distance of two hundred thirty-seven and one hundredths (237.01) feet to a point at Station 21+14.218 on said plan;

Thence, North 50-16-41 West along said land of the State of Maine one hundred four and twenty hundredths (104.20) feet to a point at Station 71+95.56 on said plan;

Thence, North 38-07-34 West along said land of the State of Maine one hundred eighty-seven and thirty hundredths (187.30) feet to a capped 5/8" rebar and land now or fomerly of Llewellyn A. Randall, Sr. (C.C. Probate Docket #61110);

MAINE REAL ESTATE TANFAL

8K 8 9 6 4 PG 0 2 2 2 Thence, North 35-19-07 East along said and of Randall and remains of a wire fence one hundred twenty-two and eighty-one hundredths (122.81) feet to a wooden fence post;

Thence, North 23-10-52 East continuing along said land of Randall and remains of a wire fence eighty-three and forty-eight hundredths (83.48) feet to a wooden fence post;

Thence, North 30-44-25 East continuing along said land of Randall and remains of a wire fence one hundred eighty-eight and fifty-three hundredths (188.53) feet to a wooden fence post;

Thence, North 43-09-19 East continuing along said land of Randall twenty-nine and seventy-seven hundredths (29.77) feet to a capped 5/8" rebar and land now or formerly of Blue Rock Industries (C.C.R.D. 2001-491);

Thence, South 47-07-02 East along said land of Blue Rock Industries eight hundred twenty and no hundredths (820.00) feet to a capped 5/8" rebar set on the town line between the City of Portland and the City of Westbrook;

Thence, South 31-19-46 West along the town line one hundred sixty-nine and ninety-one hundredths (169.91) feet to the point of beginning.

Containing 7.53 acres, more or less.

Bearings are observed Magnetic, September, 1989.

Meaning and intending to convey the same land conveyed to Grantor herein by the Estate of D. Emerson Elwell in a deed dated December 31, 1985 and recorded in the Cumberland County Registry of Deeds in Book 7029, Page 308.

WITNESS my hand and seal this 25th day of the month of October, 1989.

Signed, Sealed and Delivered in presence of

n presence o

Trene E. Elwell
Trene E. Elwell

State of Maine, County of Cumberland, ss. October 25, 1989

Then personally appeared the above named Irene E. Elwell and acknowledged the foregoing instrument to be her free act and deed.

Before me,

RECEIVED
RECORDED RECORDED RECORDED

1989 OCT 26 PH 2: 27

CUMBERLAND COUNTY

Netary Public/ Attorney at Law

U. Charles Remme / I

Type or print name

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Know all Men by these Presents, Chat

I, George W. Hunter of Westbrook, in the County of Cumberland and State of Maine, in consideration of one dollar and other valuable considerations, paid by Blue Rock Quarry of said Westbrook, in said County and State,

the receipt whereof do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said Blue Rock Quarry, its successors and assigns forever, a certain lot or parcel of land situated in said Westbrook, and bounded and described as follows, to wit: . Commencing on the easterly side line of Stroudwater Street at a stone post set in the division line between Westbrook and Portland, measuring down on the division line easterly from said stone post three thousand ninety-six and seventy-two hundredths (3096.72) feet; thence from this point extending along the said division line between Westbrook and Portland a distance of forty-two (42) rods, more or less to the Railroad Right of way; thence northerly along said Railroad Right of Way a distance of of fifty-two (52) rods, more or less, to the land now or formerly owned by John W. Washburn; thence westerly by said Washburn land forty-two (42) rods, more or less, to land of Elijah P. Hunter; thence southerly by the said Elijah P. Hunter land and land of grantor to the point of beginning. Meaning and intending hereby to convey the same premises which I. purchased by warranty deed from Antonio Galli dated June 19, 1942 and recorded in Cumberland Registry of Deeds, in Book 1683, Page 8.

On Haus and in Hall the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Blue Rock Quarry its successors and assigns, to it and

U.S.I.R. \$1.65 G.H.W.

said Grantee, its successors

their use and behoof forever. And

I do

covenant with the

heirs and assigns, that

I am

lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said

Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Minuses Wherenf, I, the said George W. Hunter and Annetta R. Hunter wife of the said George W. Hunter joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises,

OUR hand S and sealS this Sixteenth day of June have hereunto set one thousand nine hundred and fifty.

Signed, Sealed and Delivered in presence of

Grover Welch

to both

George W. Hunter

Annetta R. Hunter

Seal

State of Maine. Cumberland, ss.

June 16th, 1950. Personally appeared

the above named George W. Hunter

and acknowledged the foregoing instrument to be

free act and deed.

Before me, Grover Welch, Justice of the Peace

Received

me 20,

19 50, at 10 $_{0}{^{\prime}}$ clock 20 m. A. M., and recorded according to the original.

Know all Men by these Presents, Chat

I, Hans N. Hansen of Westbrook, in the County of Cumberland and State of Maine, in consideration of One Dollar and other valuable considerations, paid by Blue Rock Quarry, a corporation established by law, and having a place of business at said Westbrook, in said County of Cumberland and State of Maine, the receipt whereof I do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said Blue Rock Quarry, its successors and assigns forever, a certain lot or parcel of land situated southerly of Main Street, in said Westbrook, in said County of Cumberland and State of Maine, bounded and described as follows:— Said parcel is bounded on the southeast by land formerly of John Larrabee and now of the Grantee herein; on the southwest by land formerly of G. Skillins and land formerly of D. & S. Conant; on the northwest by land of Hannah Fluent set off to her in the division of the Estate of her father Benjamin Larrabee; on the northeast by the following described line; Beginning at an iron in the division line between land of the Grantor and land of the Grantee herein, said iron being distant S. 32° 11' W. 938.49' from the southwesterly side line of Main Street; thence N 59° 01' W. 417.66' to an iron in a fence marking the division line between land of the Grantor and land formerly of the said Fluent;

Said above-described courses are magnetic and of the date of 1951.

Subject to the right of way of the Maine Central Railroad Company.

Said above-described parcel being a portion of the lot of land conveyed by Bernice W. Bixby et als to Hans N. Hansen by deed dated September 2, 1926 and recorded in Cumberland County Registry of Deeds, in Book 1246, Page 89.

To Taur and in Told the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Blue Rock Quarry its successors and assigns, to its and

U.S.I.R. \$3.30 10/22/54 H.N.H.

covenant with the

have hereunto set

their use and behoof forever. And

maid Grantee, its successors

heirs and assigns, that

except as noted;

lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and may heirs, shall and will warrant and defend the same to the said Grantee, 1ts successors

rs

beire- and assigns forever, against the lawful claims and demands of all persons.

In Witness Wherent, I, the said Hans N. Hansen and Lina M. Hansen wife of the said Hans N. Hansen joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises,

Our hand s and seal s this 22nd day of October in the year of our Lord one thousand nine hundred and fifty-four.

Signed, Sealed and Delivered in presence of Roger P. Welch to both Hans N. Hansen Seal

Lina M. Hansen Seal

State of figure, Cumperland, ss. October 22 1954. Personally appeared e above named Hens N. Hansen

and acknowledged the foregoing instrument to be his free act and deed.

Before me, Roger P. Welch Justice of the Peace

Received October 29, 19 54 at 8 o'clock - m. A.M., and recorded according to the original.

D.S.I.R.

.H.H.Inc.

Know all Men by these Presents, Chat

W. H. Hinman, Inc., a corporation organized and existing under the laws of Commonwealth of Massachusetts and located at North Anson in the County of Somerset in

said State of Maine, sinconsiderations of one dollar and other valuable considerations, paid by Blue Rock Quarry a corporation organized and existing under the laws of the State of Maine and having a principal office at Westbrook, County of Cumberland in said State of Maine, a principal office at Westbrook, County of Cumberland in said State of Maine, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Blue Rock Quarry, its successors and assigns forever, a certain lot or parcel of land situated in the City of Westbrook, County of Cumberland, and State of Maine, bounded and described as follows: Beginning at a stone hub marked "W.D." set in the Southerly side of Main Street at the division line between Westbrook and Portland; thence Westerly by said Main Street fifty (50) rods, more or less, to land now or formerly owned by John W. Washburn; thence Southerly by said Washburn's land to land owned now or formerly by Daniel Conant; thence by said Conant's land and land now or formerly belonging to Edward Chapman and land belonging to Ann Quimby heirs, in an Easterly direction, by and in various courses, to the Portland City Line; thence Northerly by that line to the point of beginning, the stone hub marked "W.D."

This land, about fifty-six (56) acres, more or less, formerly belonged to John Larrabee and was conveyed by his heirs to his son, Frederick D. Larrabee by their deed dated March 6, A. D. 1882 and recorded in Cumberland County Registry of Deeds, Book 486, Page 404, and was conveyed to John Larrabee Jones by Lydia W. J. Stevens by deed dated February 12, A. D. 1922 and recorded in said Cumberland County Registry of Deeds, Book 1095, Page 51.

This conveyance is made subject to such rights as the Portland and Ogdensburg Railroad may have in said premises.

Railroad may have in said premises.

Excepting however from the above described property, a certain lot or parcel of land which Antonio Galli conveyed to George W. Hunter under date of June 19, A. D. 1942 and recorded in said Registry, Book 1683, Page 8.

Being the same premises which were conveyed to Antonio Galli by deed of said John Larrabee Jones dated November 15, A. D. 1938 and recorded in said Registry,

Book 1554, Page 484.

Blue Rock Quarry, its successors

On Have and in Hold the aforegravted and bargained premises, with all the privileges and appurtenances thereof, to

beirs and assigns, to it and their use and behoof forever. And we do Grantee, its successors beirs and assigns, that lawfully seized in fee of the premises; that they are free of all incumbrances; we are

have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our successors heirs, shall and will warrant and defend the same to the said Grantee, its successors

heirs-and assigns forever, against the lawful claims and demands of all persons. In Witness Whereof, the said W. H. Rinman, Inc. joining in this deed as Grantor, and relinquishing and conveying their right by descent and all other rights in the above described premises.

have hereunto set hand and seal this fourteenth day of March in the year of our Lord one thousand nine hundred and forty-four.

Signed, Scaled and Delivered in presence of

Arlene L. Davis

the said

W. H. HINMAN, INC. CORPORATE SEAL

Geraldine A. McCarty G. W. Yeaton, Asst. Treas.

State of Maine, Comparation, SS. ---- 19 --Personally appeared the above named

G. W. Yeaton, Assistant Treasurer of W. H. Hinman, Inc. and acknowledged the above instrument to be free act and deed. ----

Before me, E. H. Wyman, Jr., Notary Public Notarial Seal of Edwin H. Wyman, Jr. March 15 19 44, at 10 o'clock 45 m. A. M., and recorded according to the original.

X

KNOW ALL MEN BY THESE PRESENTS, THAT, We, Carl N. Hansen and Philip A. Hansen, both of Westbrook, Maine, Rudolf E. Hansen of Panacea, Florida, Richard O. Hansen of Los Angeles, California and Jeannette E. Currier of Ypsilanti, Michigan, in consideration of One Dollar (\$1.00) and other valuable considerations, paid by Blue Rock Industries, a Maine corporation, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Blue Rock Industries, its Successors and Assigns forever, a certain lot or parcel of land, with the buildings thereon, situated on the southerly side of Main Street in Westbrook in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron pipe set in the ground in said southerly side of said Main Street at the northwesterly corner of land of Blue Rock Industries; thence South twenty-eight degrees fifty-six minutes five seconds West (S 28° 56' 05" W) along said Blue Rock Industries land nine hundred thirteen (913) feet, more or less, to an iron pipe set in the ground; thence North sixty degrees four minutes thirty seconds West (N 60° 04' 30" W) along said Blue Rock Industries land two hundred fifty-five (255) feet, more or less, to an iron pipe set in the ground in the easterly side of Larrabee Road; thence northerly along said Larrabee Road five (5) feet, more or less, to a monument set in the ground; thence northwesterly along said Larrabee Road fifteen (15) feet, more or less, to an iron pipe set in the ground; thence northeasterly along said Larrabee Road three hundred eighty-eight (388) feet, more or less, to an iron pipe set in the ground at the westerly corner of land of Franz M. Hansen et al.; thence South sixtytwo degrees eleven minutes thirty-three seconds East (S 62° 11' 33" E) along said land of said Franz M. Hansen et al. sixty-eight (68) feet to an iron pipe set in the ground; thence North thirtytwo degrees twenty-nine minutes thirty seconds East (N 32° 29' 30" E) along said Franz M. Hansen et al. land one hundred (100) feet, more or less, to an iron pipe set in the ground; thence

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continuing North thirty-two degrees twenty-nine minutes thirty seconds East (N 32° 29' 30"E) along land of Noyes Land Company four hundred twenty-eight and seventy-five hundredths (428.75) feet, more or less, to an iron pipe set in the ground in said southerly side of said Main Street; thence easterly along said southerly side of Main Street twenty-six (26) feet to an iron pipe set in the ground at the northwesterly corner of land of Carl N. Hansen et al.; thence South thirty-two degrees twentynine minutes thirty seconds West (S 32° 29' 30"W) along said Carl N. Hansen et al. land four hundred twenty-eight and seventy-five hundredths (428.75) feet to an iron pipe set in the ground; thence South sixty-two degrees eleven minutes thirty-three seconds East (\$ 62° 11' 33"E) along said Carl N. Hansen et al. land seventyfour (74) feet, more or less, to an iron pipe set in the ground; thence North thirty-two degrees twenty-nine minutes thirty seconds East (N 32° 29' 30"E) and along said Carl N. Hansen et al. land four hundred twenty-eight and seventy-five hundredths (428.75) feet to an iron pipe set in the ground in said southerly side of said Main Street; thence easterly along said Main Street one hundred (100) feet to the point of beginning.

Being a part of the same premises conveyed by Bernice W.

Bixby et als. to Hans N. Hansen by deed dated September 2, 1926

and recorded in the Cumberland County Registry of Deeds in Book

1246, Page 89. The interest of the Grantors herein was acquired

under the will of the said Hans N. Hansen which has been duly

probated in Probate Court for Cumberland County, Docket No. 65511.

References also made to a deed from Franz M. Hansen to the Grantors herein dated August 28, 1975 and recorded in the Cumberland County Registry of Deeds, Book 3737, Page 131.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all privileges and appurtenances thereof to the said Blue Rock Industries, its Successors and Assigns, to it and its use and behoof forever.

AND we do covenant with the said Grantee, its Successors and Assigns, that we are lawfully seized in free of the premises; that they are free of all incumbrances; 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 persons.

IN WITNESS WHEREOF, we, the said Carl N. Hansen and Theresa E. Hansen, wife of the said Carl N. Hansen, Philip A. Hansen and Doris Hansen, wife of the said Philip A. Hansen, Rudolf E. Hansen and Helen Hansen, wife of the said Rudolf E. Hansen, Richard O. Hansen and Gladys Hansen, wife of the said Richard O. Hansen and Jeannette E. Currier and George Currier, husband of the said Jeannette E. Currier, joining in this deed as Grantors, and relinquishing and conveying our rights by decent of all other rights in the above described premises, have hereunto set our hands and seals this Said day of Caulth in the year of our Lord one thousand nine hundred and seventy-seven.

Signed, Sealed and Delivered in presence of

Robert E. Wanter

Theresa E. Hansen

Theresa E. Hansen

Theresa E. Hansen

Theresa E. Hansen

Philip A. Wansen

Philip A. Wansen

Doris Hansen

Rudolf E. Hansen

Rudolf E. Hansen

Flyapitos Pagaen beloneur

John Berns

Philip M. Hansen

Richard O. Hansen

Philip Manner

Philip Manner

Philip Manner

Theresa E. Hansen

Philip A. Wansen

Rudolf E. Hansen

Flyapitos Pagaen beloneur

Flyapitos Pagaen beloneur

Floring Manner

Philip Manner

STATE OF MAINE Cumberland, ss

October 3, 1977

Personally appeared the above named Carl N. Hansen and acknowledged the above instrument to be his free act and deed.

Be fore me,

Justice of the Peace

JAN 24 1978

REFORESTEY OF DEEDS, CUMBERLAND COUNTY, MAINS

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Register

Know All Men by These Presents.

That the CITY OF PORTLAND, a body politic and corporate, located in the County of Cumberland and State of Maine,

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xandx Statex es

in consideration of One Dollar (\$1.00) and other good and valuable considerations

paid by ELUE ROCK INDUSTRIES, a corporation organized and existing under the laws of the State of Maine and having a place of business in the City of Westbrook, County of Cumberland and State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release, because, self-auc, self-auc

Blue Rock Industries, its successors

meira and assigns forever,

a certain lot or parcel of land situate in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point in the boundary line running between Portland and Westbrook; said point being distant two hundred sixteen and thirty two one-hundredths (216.32) feet Southerly along the said Portland/Westbrook boundary line from the Southerly street line of Brighton Avenue; thence Southeasterly from said point of beginning, making an included angle of one hundred seventeen degrees and fifty five minutes (117° 55') through the East, with the Northerly direction of the said Portland/Westbrook boundary line, a distance of two hundred seventy three and seventy five one-hundredths (273.75) feet, more or less, to a point; thence Southeasterly, making a deflection angle of twenty five degrees, fourteen and one-half minutes (25° 14-1/2') to the right, a distance of fifty two feet (52) to a point and an intersection with the Northerly line of land owned by Blue Rock Industries; thence Westerly, along the said Northerly line of Blue Rock Industries; tand and making an included angle of fifty three degrees, nine and one-half minutes (53° 09-1/2') through the Northwest with the Northwesterly direction of the last described course, a distance of two hundred seventy three and seventeen one-hundredths (273.17) feet to a point and an intersection with the boundary line running between Portland and Westbrook; thence Northerly, along the said boundary line, making an angle of ninety degrees (90°) with the last described course, a distance of one hundred and seventy (170) feet to the point of beginning.

The above described lot or parcel of land contains 26,274 square feet or 0.60 acres.

Being a portion of the premises conveyed to the Grantor by George Warren and Lewis P. Warren by deed, dated July 3, 1871, and recorded in the Cumberland County Registry of Deeds in Book 386, Page 393.

900

To have such in half the same, together with all the privileges and appurtenances thereunto belonging, to it the said Blue Rock Industries, its successors

MELEN and Assigns forever.

And the said Grantor Corporation does research with the said Blue Rock Industries, its successors

MARINE and Assigns, that it will Married and Jorean Arfend the premises to it the said Grantee, its successors Marines and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Minus Marrie, the said CITY OF PORTLAND

has caused this instrument to be scaled with its corporate scal and signed in its corporate name by John G. DePalma

. its Director of Finance

thereunto duly authorized, this 20 cl day of Hovember in the year one thousand nine hundred and seventy.

Signed, Beuled und Belinered

in presence of

CITY OF PORTLAND

(OORPORATE REAL)

State nf Maine.

CUMBERLAND :

Bn 20.

Personally appeared the above named

JOHN G. DE PALMA,

Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Ceal / FL

NOTARY PUBLIC 42

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Know all Men by these Presents, That

City of Portland, a body politic and corporate, located in the County of Cumberland and State of Maine

in consideration of One dollar (\$1.00) and other valuable considerations paid by Blue Rock Quarry, a corporation organized and existing under the laws of the State of Maine and located at Westbrook in said County of Cumberland and State of

the receipt whereof it do eshereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Blue Rock Quarry its successors and assigns forever, a certain lot

quit-claim unto the said Blue Rock Quarry its successors and assigns forever, a certain lot or parcel of land situated on the southerly side of Brighton Avenue in said Portland, being a part of the premises known as the "City Home" property, so-called, and bounded and described as follows: viz;

Beginning at a point in the division line between the City of Portland and the City of Westbrook, distant southerly along the said division line four hundred (400) feet from the southerly side line of Brighton Avenue, thence easterly and making an angle of ninety(90) degrees with the said division line between the City of Portland and the City of Westbrook a distance of four hundred and thirty-five (435) feet, thence southerly and making an angle of ninety(90) degrees with the last described line and on a line parallel to and distant four hundred and thirty-five (435) feet at right angles from the said division line between the City of Portland and the City of Weston a line parallel to and distant four hundred and thirty-five (435) feet at right angles from the said division line between the City of Portland and the City of Westbrook to the northerly side line of the Portland Terminal Company (Mountain Division) Location, thence northwesterly by the said northerly side line of the Portland Terminal Company Location to the said division line between the City of Portland and the City of Westbrook, thence northerly by the said division line between the City of Portland and the City of Westbrook to the point of beginning, together with the right of passage over City land between the above described land and Brighton Avenue.

Meaning and intending to convey hereby a strip of land four hundred and thirty-five feet (435) wide, located on the westerly side of the City Farm, so-called, northerly of the Portland Terminal Company Location and containing about 14.5 acres, and being part of the premises conveyed by George Warren and Lewis P. Warren to the Town of Deering by deed, dated July 3, 1871 and recorded in Cumberland County Registry of Deeds, Book 386, Page 393.

This conveyance is made subject to the rights of the Central Maine Power Company, its successors and assigns, to erect, construct, maintain, replace and repair pole lines and wires for the conduct of electricity along the westerly and southerly boundaries of the premises hereby conveyed.

boundaries of the premises hereby conveyed.

Un Hane and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to 1t the said Blue Rock Quarry, its Successors heirs and assigns forever.

Corporation does And the said Grantor covenant with the said Blue Rock Quarry, its successors heirs and assigns, that 1t will warrant and forever defend the premises to it the said Grantee, its

news and assigns forever, against the lawful claims and demands of all persons claiming by, through or under 1t.

In Witness Whereat, the said City of Portland has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John R. Gilmartin, its Treasurer thereunto duly authorized,

hand and seal this thirteenth day of July in the year of our Lord one thousand nine hundred and forty-eight.

Signed, Scaled and Delivered in presence of

CITY OF PORTLAND

CORPORATE SEAL

Edward T. Gignoux

By John R. Gilmartin

Its Treasurer

County of

State of Maine, Cumberland, no. July 13th, 1948

Personally appeared the above named John R. Gilmartin, Treasurer of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Edward T. Gignoux, Justice of the Peace

July 14 RECEIVED 19 48 , at 1 o'clock - m. P.M., and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS

That, the MAINE TURNPIKE AUTHORITY, a body corporate and politic, duly created and existing by virtue of an act of the Legislature of the State of Maine, Chapter 69 of the Private and Special Laws of 1941, as amended, and having an office at Augusta, in the County of Kennebec and State of Maine,

in consideration of one (\$1.00) dollar and other valuable considerations paid by Blue Rock Quarry, a corporation duly organized and existing under the laws of the State of Maine, and having its principal place of business in the City of Wastbrook, County of Cumberland and State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever QUIT CLAIM unto the said Blue Rock Quarry, its successors and assigns, forever, a certain lot or parcel of land situate in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows, to wit:

Beginning at a point on the westerly Right of Way line of the Maine Turnpike, so-called, said point being located one hundred fifty (150) feet distant westerly from the survey base line of the Maine Turnpike, so-called, measured at right angles at Station 2379+65.02 as shown on a Property Plan entitled, "Maine Turnpike Authority, Maine Turnpike, Section 2 - Portland to Augusta," dated January 1955, revised April 1963, on file in the office of the Maine Turnpike Authority, the parcel of land herein described being shown on Portland Supplemental Sheet No. 14 of said plan;

thence, north thirteen degrees forty four minutes east (N13°-44'E) by the line of land of Blue Rock Quarry, a distance of about one thousand four hundred twenty six and twenty hundredths (1426.20) feet to a point on the line of land now or formerly of the City of Portland, said point being located two hundred fifty-eight and fifty nine hundredths (258.59) feet distant westerly from the said survey base line measured at right angles at Station 2394+07.08;

thence, south seventy six degrees sixteen minutes east (S76°-16'E) by the line of said land now or formerly of the City of Portland, a distance of about one hundred eight and ninety one hundredths (108.91) feet to a point on the westerly right of way line of the said Maine Turnpike said point being located one hundred fifty (150) feet distant westerly from the said survey base line, measured at right angles at Station 2394+15.37;

thence, south eighteen degrees six minutes west (\$18°-06'W) parallel to the said survey base line and one hundred fifty (150) feet distant westerly therefrom, a distance of about one thousand four hundred thirty and thirty five hundredths (1430.35) feet to the point of beginning.

containing approximately one and seventy eight hundredths (1.78) acres

The bearings in the foregoing description are referred to the True Meridian.

Being the same premises designated as Parcel No. 13E conveyed to the Maine Turnpike Authority by the City of Portland by Quit Claim Deed dated April θ , 1955, recorded in Cumberland County Registry of Deeds in Book 2244, Page 15.

Maine Turnpike Authority

to

Blue Rock Quarry

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This conveyance is made subject to Central Maine Power Company Easement designated as Easement No. 2 shown on the aforementioned Property Plan and more particulary described in the mentioned Quit Claim Deed dated April 8, 1955, recorded in Book 2244, Page 15.

To Have and To Hold the same, together with all the privileges and appurtenances thereunto belonging to the said Blue Rock Quarry, its successors and assigns to it and their use and behoof forever. And it does covenant with the said Grantee, Blue Rock Quarry, its successors and assigns, that it will warrant and forever defend the premises to the said Grantee, Blue Rock Quarry, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the MAINE TURNPIKE AUTHORITY has caused these presents to be executed in its behalf by Paul C. Thurston, its Chairman, and its corporate seal to be affixed by Lucius D. Barrows, its Secretary and Treasurer, both hereunto duly authorized this 6th day of May in the year of our Lord one thousand nine hundred and sixty three.

MAINE TURNPIKE AUTHORITY

By: Paul C Thur Chairman

Attest:

Secretary and Treasurer

STATE OF MAINE

County of Cumberland ss.

May 6 , 1963

Before me appeared Paul C Thurston, to me personally known, who, being by me duly sworn did say that he is the Chairman of the MAINE TURNPIKE AUTHORITY, and that the seal affixed is the corporate seal of said MAINE TURNPIKE AUTHORITY, and that these presents were signed and sealed in behalf of and by authority of the said MAINE TURNPIKE AUTHORITY and the said Paul C Thurston acknowledged said instrument to be the free act and deed of said MAINE TURNPIKE AUTHORITY.

Before me,



Justice of the People

We hereby certify that the parcel described in the foregoing deed acquired by the Maine Turnpike Authority in the acquisition of the Right of Way, is not needed by the Maine Turnpike Authority and will serve no useful purpose in connection with the maintenance and operation of the Turnpike and the conveyance of the same by this deed is approved.

HOWARD, NEEDLES, TAMMEN & BERGENDOFF Consulting Engineers

By: Jules G. Excuse

RECISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE JUN 17 1963
Received at 7 H - M CM, and recorded in
BOOK 1755 PAGE 5/

KNOW ALL MEN BY THESE PRESENTS, that HAUE ROCK QUARRY, a Maine corporation having a principal place of business in Westbrook, County of Cumberland and State of Maine

in consideration of June 1 Maine Corporation, a Maine corporation having an office at Portland, Maine, the receipt whereof is hereby acknowledged, do(es) hereby give, grant, bargain, sell, convey and confirm unto the said Portland Pipe Line Corporation, its successors and assigns, a right of way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing a line of pipe, with such valves and fittings as may be necessary or convenient, for the transportation as a common carrier for hire of oil, crude petroleum and refined petroleum products or combinations thereof or similar thereto, natural and artificial gas, casinghead and natural gasoline, and any other liquids or gasses over a route to be selected by the Grantes under, upon, over and through a strip of land thirty (30) feet in width located in Portland, in said County, lying southerly of Brighton Avenue, so-called, and bounded and described as follows: Beginning at a point in the westerly line of the Maine Turnpike Fight of way at the intersection of the southeasterly line of land of this Grantor with the northeasterly sideline of land of Portland Terminal Company; thence running in a northwesterly direction along said Portland Terminal Company sideline thirty (30) feet to a point; thence running in a northeasterly direction parallel with and thirty (30) feet distant from said westerly line of said Maine Turnpike Authority ninety-one (91) rods, more or less, to the southerly sideline of land of the City of Portland; thence running in an easterly direction along said westerly line of said westerly line of said way; thence running in a southwesterly direction slong said westerly line of the Maine Turnpike right of way; thence running in a southwesterly direction along said westerly line of the Maine Turnpike right of way innety-one (91) rods, more or less, to the point of beginning.

together with the right of ingress and egress for all purposes incident to the grants herein made.

Also the right to lay, construct, maintain, operate, alter, repair, remove and replace at any time an additional line or lines of pipe alongside of the line or lines hereinbefore mentioned, as provided, upon payment to the Grantor(s), its/his/
har/theizzaministrators; zerotaters; xweirs; successors and assigns, for each additional line so laid of an amount equal to the consideration above named. Such additional line or lines shall be laid subject to the same rights and conditions as apply to the original line.

TO HAVE AND TO HOLD the said rights of way and easements with all the privileges and appurtenances thereof unto the said Portland Pipe Line Corporation, its successors and assigns, so long as a

Blue Rock Ouarry

to

Portland Pipe Line Corp

Ease

pipe line is maintained on said premises. The Grantovisi reserve(s) for itself_fatamoit_fitemesixes_fatamaif and its_fats_fatamaix_successors and assigns, the right to fully use and enjoy said premises except as the same may be necessary or convenient for the purposes herein granted to the said Portland Pipe Line Corporation, its successors and assigns. The Grantovisic covenant(s) to and with the Grantee, its successors and assigns, that the Grantovisi is_faxe sole ownerisi of the above described premises and has_have good right, title and capacity to convey in the manner aforesaid the rights of way and easements hereby granted, and that said premises are free of all encumbrances. granted, and that said premises are free of all encumbrances.

The said Portland Pipe Line Corporation, for itself, its successors and assigns, by the acceptance hereof, agrees to pay to the Grantorial or its/his/hatr/hatr/hatr/aministratous/kereniers, https://doi.org/10.1016/

Portland Pipe Line Corporation further agrees for itself, its successors and assigns, to bury and maintain all pipe lines so as not to interfere with the sultivation of said lands.

IN WITNESS WHEREOF the said Blue Rock Quarry

has caused this instrument to be seeled with its corporate seal and signed in its corporate name by filling there are thereunto duly authorized, this the freshort day of february in the year one thousand nine hundred and sixty-five.

Signed, Sealed and Delivered in Presence of

(Corporate Seal

State of Maine Cumberland, SS.

1965.

Personally appeared the above named P. Carly, seld, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation. corporation.

Before me,

FEB 26 1965

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at /OH 58 Man, and recorded in

thy Contribution Courses 4-14-71

Register

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THIS INDENTURE made the 10th day of December , 1971 by and between BLUE ROCK INDUSTRIES (hereafter "Blue Rock"), a corporation organized and existing under the laws of Naine and located at Portland, in the County of Cumberland and State of Maine, and CENTRAL MAINE POWER COMPANY (hereafter "Central Maine"), a corporation organized and existing under the laws of the State of Maine and located at Augusta, in the County of Kennebec and State of Maine.

WHEREAS, Central Maine has acquired easements from the City of Portland and Blue Rock Quarry, predecessor in title to Blue Rock Industries, for the location and relocation of Central Maine's transmission line known as Section 188; and

WHEREAS, the parties desire to relocate a portion of the present transmission line as a result of an exchange of parcels of land between Blue Rock and the City of Portland; and

WHEREAS, Central Maine is willing to release a portion of its prior easement in exchange for a conveyance from Blue Rock of a new location.

NOW, THEREFORE, the Central Maine Power Company in consideration of Cne Dollar (\$1.00) and other valuable considerations (including the grant to it of an easement by Blue Rock, hereinafter described) paid by Blue Rock Industries, receipt whereof is hereby acknowledged, does hereby Remise, Release, Bargain, Sell and Convey and Quit Claim unto said Blue Rock Industries, its successors and assigns, forever:

All of its rights in and to a portion of a strip of land in part sixty (60) feet wide and in part seventy (70) feet wide, and being a portion of the easement conveyed to Central Maine by Blue Rock Quarry by deed dated September 20, 1963, and recorded in

Cumberland County Registry of Deeds in Book 2783, Page 216, said portion lying northerly, westerly and northeasterly of Central Maine's Pole Number 58 on its Section 188 to the southerly sideline of Brighton Avenue, the center of which pole is located One Thousand One Hundred and Fifty-Nine (1,159) feet on a true course of North 18° 06' East from land of the Portland Terminal Company and the point of beginning of said Central Maine easement, dated October 21, 1963.

TO HAVE AND TO HOLD, the aforementioned and bargained premises with all the privileges and appurtenances thereof to the Blue Rock Industries, its successors and assigns, to its

and their use and behoof forever.

And the Central Maine Power Company does Covenant with the said Blue Rock Industries, its successors and assigns, that it will warrant and defend the premises to the said Blue Rock Industries, its successors and assigns, forever against the lawful claims and demands of all persons claiming through or under it.

AND FURTHERMORE, the Blue Rock Industries in consideration of One Pollar (\$1.00) and other valuable considerations (including the above release to it of rights by Central Maine Power Company) paid by Central Maine Power Company, the receipt whereof is hereby acknowledged, does hereby Remise, Release, Bargain, Sell and Convey, and forever Quit Claim unto the said Central Maine Power Company, its successors and assigns forever, the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and

appurtenances, over and across its land located partly in the City of Portland and partly in the City of Westbrook, County of Cumberland, State of Maine. The location of said easement is more particularly bounded and described as follows:

A strip of land so much of which lies thirty-five (35) feet westerly and thirtyfive (35) feet easterly of the Central Maine Power Company survey base line and its projection at both ends as now staked out across land of said Blue Rock Industries. Said survey base line is more particularly described as follows: Beginning at a point which is the center of Central Maine Power Company's pole number 58 on its Section 188, said point being One Thousand One Hundred Fifty-Nine '1,159) feet on a true course of North 18° 36' East from land of the Portland Terminal Company and the point of beginning of said Central Maine easement, dated October 21, 1963; thence from said point of beginning North 21° 46' West, Four Hundred Thirty-Seven (437) feet to a point; thence North 45° 28' West, Two Hundred Ninety-One (291) feet to a point; thence North 13° 50' East, Two Hundred Fourteen (214) feet, more or less, to Brighton Avenue.

The above bearings refer to the true meridian.

200

Also any right, title and interest which Blue Rock may have, reversionary or otherwise, in and to said Brighton Avenue for the purpose of projecting the rights and easements herein conveyed across said Brighton Avenue to land of abutting owners adjoining the opposite side thereof.

Also the right and easement at any and all times to clear and keep clear said strip of all trees, timber and hushes growing on said strip by such means as Central Maine Power Company, its successors and assigns, may select; and the right to keep said strip free from any excavation (except as hereinafter expressly reserved to Blue Rock) and unoccupied by any buildings, structures or other material which in the opinion of the Central Maine Power Company, its successors and assigns, would interfere with or endanger the safe and convenient operation and maintenance of said transmission lines as now or hereinafter constructed over,

along and across said strip substantially along the location of the above-described survey base line.

RESERVING, however, to said Blue Rock Industries, its successors and assigns, the right to excavate earth and rock from the westerly side of that part of the above-described seventy (70) foot strip; provided, however, that said removal of earth and rock shall be restricted to the following c onditions, viz: No earth or over burden shall be removed from the above-described seventy (70) foot strip nearer than five (5) feet distant westerly of the survey base line described herein and a one and one-quarter to one (1 1/4 to 1) slope to the west shall be left from said five (5) foot distance westerly of said survey base line and no rock shall be removed nearer than twenty-five (25) feet distant westerly of the said survey base line; provided always, that the removal of rock shall not disturb said one and one-quarter to one (1 1/4 to 1) slope.

its Successors and FURTHER RESERVING, however, to said Blue Rock Industries / Assigns the use of the most westerly ten (10) feet of the above-described strip provided that no structure of any kind except paving may be constructed on said ten (10) foot strip and provided further, that Blue Rock Industries use of said ten (10) foot strip in no way interferes with Central Maine Power Company's use of said strip in connection with its operations of a public utility.

TO HAVE AND TO HOLD the aforegranted rights and easements with all the privileges and appurtenances thereof to the said. Central Maine Power Company, its successors and assigns, to its and their use and behoof forever, and the said Blue Rock Industries does Covenant with the said Central Maine Power Company, its successors and assigns, that it and its successors and assigns, shall and will warrant and defend the same to the said Central Maine Power Company, its successors and assigns forever, against the lawful claims and demands of all persons or corporations

-4-

claiming by, through or under it.

IN WITNESS WHEREOF, the Blue Rock Industries has caused this instrument to be sealed with its corporate seal and signed in its corporate name has E. H. Wyman, Jr., its Vice President thereunto duly authorized and the said Central Maine Power Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by G. G. Beverage, its Assistant Treasurer, thereunto duly authorized, as of the day and year first above written.

Signed, Sealed and Delivered in presence of

BLUE ROCK INDUSTRIES

J. H. Krajacio

ACHIDAL MATE DOUGD CONDAN

CENTRAL MAINE POWER COMPANY

Mysin I Eustisi

Its Assistant Treasurer

STATE OF MAINE

COUNTY OF CUMBERLAND

ecember 3, , 1970

Then personally appeared the above named E.H. WYMAN, TRVice President of said Blue Rock Industries as aforesaid,
and acknowledged the foregoing instrument to be his free act and

752 deed in his said capacity, and the free act and deed of said corporation. Before me,

STATE OF MAINE COUNTY OF KENNEBEC

Then personally appeared the above named G. G. Beverage, Assistant Treasurer of said Central Maine Power Company as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me

DEC 1 3 1971 REGISTRY OF DEEDS, CURBERLAND COUNTY,

THIS INSTRUMENT WITNESSETH, That

Hansnyholm Hansen & Lena Hansen of 78 Main St. Westbrook, Maine

hereinafter called Grantor, for and in consideration of the sum of Five Dollars the receipt of which is hereby acknowledged, and the further consideration of a sum equal to One Dollar (\$1.00) per lineal rod of pipe line crossing the property hereinafter described, to be paid or tendered on or before December 31, 1949, and before constructing the do hereby grant and convey unto SOCONY-VACUUM OIL COMPANY, INCORPO-RATED, a New York corporation having its principal office at 26 Broadway, New York, way over, under and through Grantor's lands in the Town of Westbrook way over, under and through Grantor's lands in the County of Cumberland , State N. Y., hereinafter called Grantee, a right of

County of , State of Maine, bounded and described as follows: On the North by lands of Maine Street

On the East by lands of Himmenn Land On the South by lands of On the West by lands of Lufkin Land

acres, more or less, for the purposes, from time to time, of constructing at a location to be designated by Grantce herein, and maintaining and operating one or more lines of pipe with such valves and fittings as may be necessary or convenient, for the transportation of petroleum, gas and petroleum products and, from time to time, altering, enlarging, replacing, repairing and removing the same, with free ingress and egress for all of the above purposes, including the right to cut and fell any brush or trees along the line of con-Should the additional consideration not be paid or tendered, as above provided, this grant shall terminate and not be binding on either party hereto.

The Grantor herein reserves the right to fully use and enjoy the said premises except for the purposes hereinbefore granted, and the Grantee hereby agrees to pay any damages which may arise to crops or fences from the laying, maintaining, operating or removing of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, his heirs or assigns; one by the said Grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, a sum equal to One Dollar per lineal rod of pipe crossing the property above described shall be paid for each additional line so laid, as well as the damages, as above provided, and all pipe lines laid under this grant shall be buried to a sufficient depth so as not to interfere with the cultivation of the soil.

TO HAVE AND TO HOLD the above granted easement and right of way, with the appurtenances thereof, unto it the said Grantee, its successors and assigns at all times hereafter. And the Grantor warrants said title.

I. Lena Hansen wife of the aforesaid Hansnyholm Hansen

in consideration aforesaid, do hereby relinquish all right by descent in and to the rights hereinabove granted.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make and has not made any covenant, agreement or representation not herein expressed.

IN WITNESS WHEREOF, We have hereunto set our hand s and seal sthis 20th

day of

Signed, Sealed and Delivered in the presence of:

V. M. Chesbro Hans Nyholm Hansen Seal Lena Hansen

STATE OF MAINE COUNTY OF Cumberland Aug. 22nd 1947.

Personally appeared the above named Lena Hansen

and acknowledged the foregoing instrument to be her free act and deed.

> Before me, John L. Goodwin Notary Public Notarial Seal
> My Commission Expires 6/20/49 19 47, at 10 h. 20 m.A. M., and recorded according to the original.

Received August 25

August, 1947.