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KNOW ALL MEN BY THESE PRESENTS

That, CITY OF PORTLAND, a public municipal corporation located at Portland, in the County of Cumberland and State of Maine

in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having an office and place of business at Augusta, County of Kennebec, said State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey 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 in the District /City of Portland, County of Cumberland State of Maine. The location of said easement is more particularly bounded and described as follows:

So much of the Grantor's land as lies thirty-five (35) feet easterly of the Central Maine Power Company's survey base line and its projection at either end as now staked across land of Blue Rock Industries adjoining land of the Grantor. The survey base line is more particularly described as follows: Beginning at a point being marked by 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° 06' East from land of the Portland Terminal Company and the point of beginning of the above mentioned Central Maine easement; 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 One Hundred Thirty (130) feet, more or less, to land conveyed by the Grantor to Portland Gas Light Company by deed dated November 9, 1910 and recorded in Cumberland County Registry of Deeds in Book 867, Page 325.

The above bearings refer to the true meridian.

Reserving, however, to the Grantor, ^{its Successors and Assigns} /the use of the most easterly 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 the Grantor's 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 as a public utility.

~~Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to clear and keep clear said strip of all trees, timber, and bushes growing on said strip by such means as the Grantee, its successors and assigns, may select; provided, however, that the Grantor(s), XXXXXXXX heirs and assigns, shall be entitled for a period of one (1) year from the date said strip is first cleared to any salvage of wood and timber cut by the Grantee, its successors and assigns.~~

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Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to enter on adjacent land of the Grantor(s), its heirs and assigns, for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of said strip as in falling would in the judgment of the Grantee, its successors and assigns, interfere with or endanger the operation and maintenance of any lines constructed along said strip.

The Grantor(s) for it self and its heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances thereof to the said ^{does} Central Maine Power Company, its successors and assigns, to its and their use and behoof forever. And it ~~is~~ ^{is} covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances; that it has ~~has~~ ^{has} good right to sell and convey said easement to the said Grantee to hold as aforesaid; and that it and its ~~heirs~~ ^{successors} 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, claiming by, through or under it.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John G. DePalma, its Director of Finance, ~~the year one thousand nine hundred and seventy one~~ this 3rd day of December in the year one thousand nine hundred seventy-one.

~~xxxx~~

~~of the said~~

~~joining in this deed as Grantor and relinquishing and conveying XXXXXXXX rights by descent and all other rights in the above described easements, have hereunto set XXXXXX hand(s) and seal(s) this XXXXXXXX day of XXXXXXXXXXXXXXXX in the year of our Lord one thousand nine hundred and~~

Signed, Sealed and Delivered
in presence of

Patricia S. Mealy

THE CITY OF PORTLAND
By *John G. DePalma*
Its Director of Finance

