

Order 295-15/16

Passage: 9-0 on 6/6/2016

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**

Effective 6/16/2016

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

**ORDER GRANTING AN ANODE BED GAS FACILITY EASEMENT
TO UNITIL ON DOUGLASS STREET**

ORDERED, that an anode bed gas facility easement to Northern Utilities, Inc., doing business as UNITIL, is hereby granted in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that the **CITY OF PORTLAND**, a body corporate and politic with a principal office in Portland, Maine (“Grantor”), does hereby GRANT to **NORTHERN UTILITIES, INC.**, d/b/a Unitil, a New Hampshire corporation with a mailing address of 6 Liberty Lane West, Hampton, New Hampshire, 03842-1704, its successors and assigns, without covenant, an easement in gross to construct, install, maintain, operate, alter, repair, rebuild, inspect, patrol, replace, and remove, a natural gas facility anti-cathodic anode bed, together with all necessary pipes, meters, fittings, fixtures, equipment and appurtenances (collectively, the “Anode Bed Gas Facility”), as installed over, under and within a portion of the land conveyed to the Grantor by a deed from Langdon P. Marvin, Executor of the Estate of St. John Smith dated March 21, 1946 and recorded in the Cumberland County Registry of Deeds in Deed Book 1813, Page 154, and a deed from J. Hopkins Smith dated March 27, 1946 and recorded in said Registry in Deed Book 1815, Page 84 (the “Premises”). Said portion of the Premises is more particularly described in **Exhibit A** attached hereto and generally depicted on **Exhibit B** attached hereto and is referred to herein as the “Easement Area.”

The rights granted herein include the right to use land adjacent to the Easement Area at times of and for the purposes appurtenant to said construction, installation, maintenance, alteration, repair, rebuilding, inspection, replacement, and/or removal, together with the right to cut and remove trees, obstructions, bushes, shrubs, roots, and earth, and to do any other work necessary for the purposes of constructing, maintaining, operating, repairing and replacing said Anode Bed Gas Facility.

All work for and on said Anode Bed Gas Facility shall be in accord with all applicable laws and regulations. The Grantee, its successors and assigns shall not perform any work within the Easement Area without the written consent of the Grantor, its successors and assigns, which consent shall not be unreasonably withheld, except for inspection and maintenance that does not involve substantive disturbance of the surface, and except under circumstances where such work is required on an immediate basis due to emergency conditions. In such emergency instances Grantee will notify Grantor as soon as practical.

In the event that Grantee disturbs the surface of the Easement Area or the land adjacent to it in connection with the exercise of its rights under this Easement, Grantee, at its sole expense, will restore the surface of the Easement Area so-disturbed to substantially the same or better condition as existed prior to such disturbance. Grantor agrees that no building or other structure shall be erected or installed within the Easement Area contrary to any statute, law, ordinance or safety regulation or policy. Rights reserved to the Grantor shall not be used or exercised in any manner which will interfere with the rights, privileges and authority herein granted to Grantee.

Grantee by acceptance of and/or exercise of the rights created by this easement, forever releases, holds harmless and indemnifies Grantor, its agents, representatives, heirs, successors and assigns, from and against any and all claims, injury or death to any person and damage or loss of any property, that in any way relate, arise from or are connected to the exercise of the easement rights set forth herein.

The rights herein granted are subject to any leases, easements, rights, restrictions, and/or mortgages of record, insofar as same are now in force and applicable.

This instrument shall be binding on and inure to the benefit of the successors and assigns of the parties, the burdens of the easements created hereby shall burden and run with the Premises, and Grantee shall have the right to assign the easements created hereby.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized undersigned representative on this ____ day of _____, 2016.

CITY OF PORTLAND

Witness

By: _____
Name: _____
Title: _____

STATE OF MAINE
County of Cumberland, SS. _____, 2016

Then personally appeared the above named _____,
in his/her capacity as _____ of said **CITY OF PORTLAND**, and
acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity
and the free act and deed of said **CITY OF PORTLAND**.

Before me,

Maine Attorney-at-law/Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

(Description of the Easement Area)

A certain lot or parcel of land, located easterly of Douglass Street and along the westerly and northerly line of Interstate I-295 in the City of Portland, County of Cumberland, and State of Maine, more particularly bounded and described as follows:

COMMENCING at a point along the easterly line of Douglass Street at the intersection with the southerly line of a proposed street which has been used as the entrance to the former West School;

THENCE S 72° 29' 22" E 265.69 feet along the southerly line of said proposed street to the **POINT OF BEGINNING**;

THENCE S 59° 23' 19" W 15.12 feet to a point;

THENCE N 75° 45' 03" W 91.70 feet to a point;

THENCE S 14° 14' 57" W 10.00 feet to a point;

THENCE S 75° 45' 03" E 110.00 feet to a point along the northwesterly line of I-295 as shown on a plan titled "Maine State Highway Commission Right of Way Map – State Highway 295 – Portland Cumberland County – Federal Aid Project No. I-295-3(24) & (25) – S.H.C. File No. 3-185 sheet no 46 of 73" dated May 1967 as revised and recorded at the Cumberland County Registry of Deeds on January 28, 1976 in Plan Book 112, Page 48;

THENCE N 59° 23' 19" E 27.13 feet along said northwesterly line of I-295 to a point along the southerly line of said proposed street;

THENCE N 72° 29' 22" W 26.86 feet along the southerly line of said proposed street to the **POINT OF BEGINNING**.

Said lot or parcel of land contains 1431 square feet, more or less, is part of a lot or parcel of land conveyed by Langdon P. Marvin, Executor of the Estate of St. John Smith to the City of Portland on March 21, 1946 and recorded in said Registry in Deed Book 1813, Page 154, and is part of a lot or parcel of land conveyed by J. Hopkins Smith to the City of Portland on March 27, 1946 and recorded in said Registry in Deed Book 1815, Page 84.

Reference is made to a plan entitled "Boundary Worksheet of Doughty Field - Douglass Street - St. James St. - Interstate 295" dated March 2006 by William G. Scott, P.L.S. 2239 and on file at the City of Portland, Public Works Department, Engineering Archives plan file 991/006.

EXHIBIT B



