

Order 104-14/15

Passage: 9-0 on 12/15/2014

MICHAEL F. BRENNAN (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Effective 12/25/2014

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

**ORDER ACCEPTING EASEMENTS
RE: ISTHMUS BETWEEN GREAT AND LITTLE DIAMOND ISLANDS**

ORDERED, that the attached easements from Diamond Island Association and Cyrus Hagge for access to the isthmus between Great and Little Diamond Islands are hereby accepted in substantially the form attached hereto.

QUITCLAIM
EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that DIAMOND ISLAND ASSOCIATION, a Maine corporation with a mailing address of c/o Richard Trafton, Esq., Trafton & Matzen, Ten Minot Avenue, Auburn, ME 04212, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine, does hereby remise and release to the said City of Portland the easement and rights described below, on the land described below; Exhibit A attached hereto very generally depicts the centerline of the area of this easement.

Said easement is the perpetual easement to maintain, repair, and use a way across and along only so much of the sandbar or isthmus between Great Diamond and Little Diamond Islands, in Casco Bay in Portland, Cumberland County, Maine, as is contiguous with land owned by Diamond Island Association consistent with its current use; said rights hereby quitclaimed are only within a strip thirty-two (32) feet wide and the centerline being the existing travelled way on the sandbar, said centerline being very generally depicted on Exhibit A attached hereto and hereby made a part hereof; and to enter upon said easement at any and all times for any of the foregoing purposes, and including the right for the City to allow public use of said way, but reserving to the Grantor and its successors and assigns the use and enjoyment of said strip and for such purposes only as will in no way interfere temporarily or otherwise with the perpetual use thereof by the Grantee for the purposes above mentioned.

Subject to and without waiving any of the defenses, immunities and limitation of liability available to the Grantee under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et seq. or other applicable law, the Grantee agrees for itself and its successors and assigns, to indemnify and hold harmless the Grantor from and against any and all damages, liabilities, losses, expenses, claims, demands and suits (including reasonable attorneys' fees and other costs and expenses incurred in defending the same), incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property, and also any liens or encumbrances against the Grantor's property, arising out of, or in connection with, the Grantee's exercise of the rights and easements conveyed herein.

IN WITNESS WHEREOF, Diamond Island Association has caused this instrument to be executed by Lyn Sala, its President, duly authorized, on this 20th day of November 2014.

WITNESS

Wilson V.

DIAMOND ISLAND ASSOCIATION

By: Lyn Sala
Lyn Sala
Its President

DISTRICT OF COLUMBIA
STATE OF MARYLAND
County of CITY OF WASHINGTON

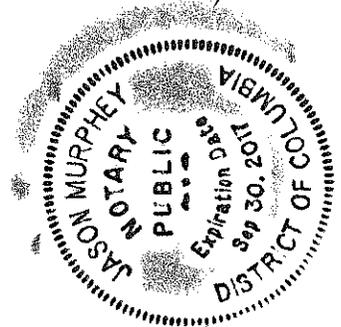
20th NOVEMBER, 2014

Personally appeared the above-named Lyn Sala, who is the President of Diamond Island Association, and acknowledged the foregoing instrument to be her free act and deed in said capacity, and the free act and deed of said entity.

Before me,

Jason S. Murphy
Notary Public/Attorney-at-Law

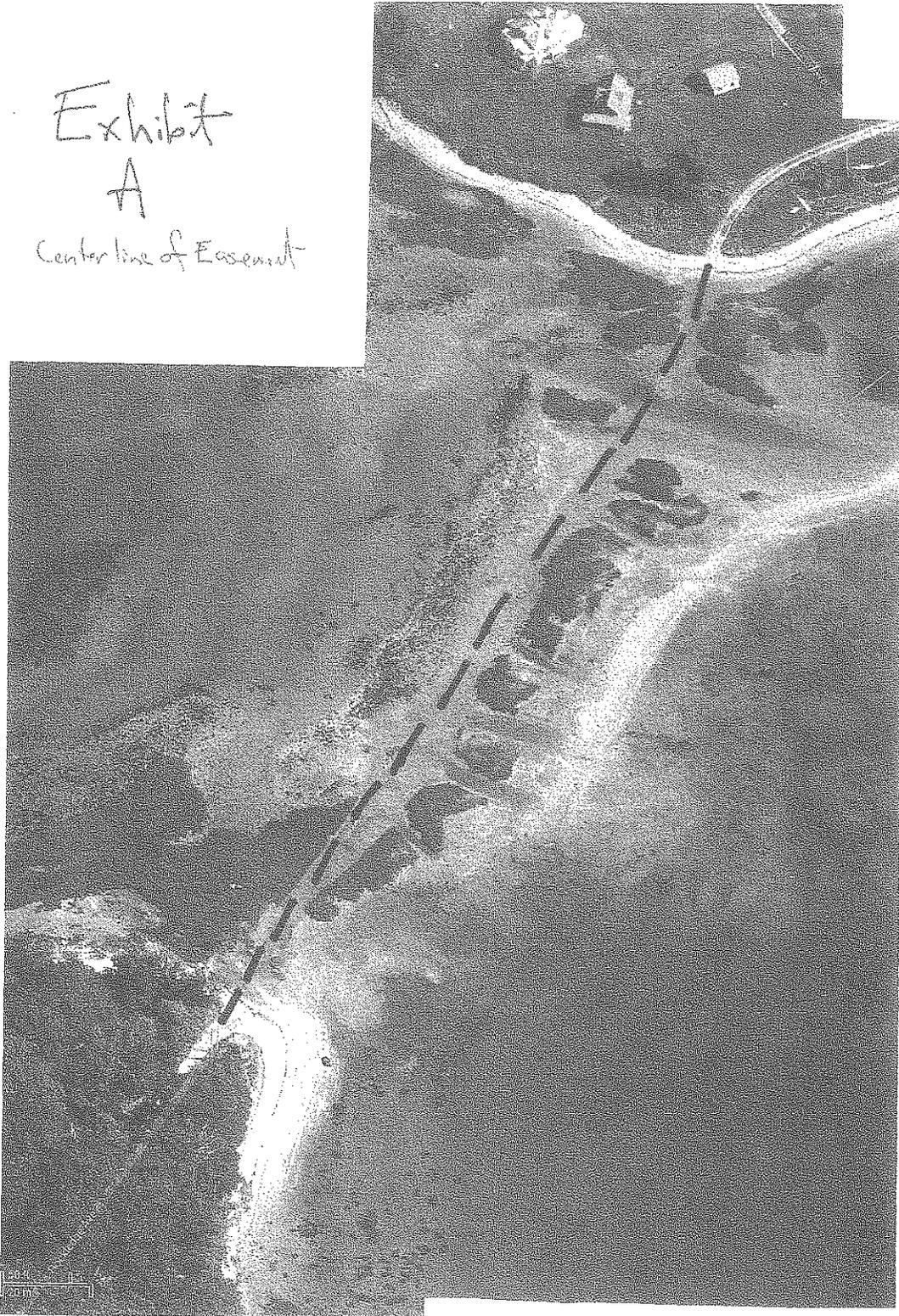
JASON S. MURPHY
Print Name



My Commission Expires
September 30, 2017

Exhibit A

Exhibit
A
Center line of Easement



**CONFIRMATORY
EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **CYRUS Y. HAGGE**, of Portland, Cumberland County, Maine, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the **CITY OF PORTLAND**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine, does hereby remise and forever release to the said City of Portland the easement and rights described below, on the land described below; Exhibit A attached hereto very generally depicts the centerline of the area of this easement.

Said easement is the perpetual easement to construct, maintain, repair and replace and use, a way across and along only so much of the sandbar or isthmus between Great Diamond and Little Diamond Islands, in Casco Bay in Portland, Cumberland County, Maine, as is owned by Cyrus Y. Hagge; said rights hereby granted are only within a strip thirty-two (32) feet wide and the centerline being the existing travelled way on the sandbar, said centerline being very generally depicted on Exhibit A attached hereto and hereby made a part hereof; and to enter upon said easement at any and all times for any of the foregoing purposes, and including the right for the City to allow public use of said way, but reserving to the Grantor and its successors and assigns the use and enjoyment of said strip and for such purposes only as will in no way interfere temporarily or otherwise with the perpetual use thereof by the Grantee, its successors and assigns for the purposes above mentioned.

Reference is made to the plan of land of Cyrus [Y.] Hagge recorded in the Cumberland County Registry of Deeds in Plan Book 209, Page 209, and the 32 foot right of way described thereon.

IN WITNESS WHEREOF, Cyrus Y. Hagge has set on this instrument his hand and seal, on this 11 day of JUNE, 2014.

WITNESS:




Cyrus Y. Hagge

STATE OF MAINE
CUMBERLAND, ss.

JUNE 11th, 2014

Personally appeared the above-named Cyrus Y. Hagge, and acknowledged the foregoing instrument to be his free acts and deed.

Before me,



Notary Public/Attorney-at-Law

Print Name: LILY B HANSTEIN

LILY B. HANSTEIN
Notary Public, Maine
My Commission Expires February 14, 2020

Exhibit A

Exhibit
A
Center line of Easement

