

**APPENDIX A**

**Easement & Use Agreements**

Chart A - Trail Segment Easement Agreements

Segment <b>A</b>	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	Trail Use or Co-Location Agreements
Thornton Academy to railroad corridor to I-195 to U.S. Route 1	Thornton Academy Trustees Book 648, Pg 27 Book 1222, Pg 260 Book 1797, Pg 590	None	None	None	Active railroad spur abutting General Dynamics & Thornton Academy boundary	On Unitil property: <ul style="list-style-type: none"> <li>➤ 15-ft. wide easement (7.5 ft. ea side of pipe). Pipe depth varies - up to 36" cover. Edge of trail no closer than 7.5 ft. from gas pipe.</li> <li>➤ Heavy construction or maintenance equipment over or within 5' of pipe prohibited</li> <li>➤ Minimize trail crossings; best if perpendicular.</li> </ul>	None	None	None	Needed for all properties traversed by proposed trail alignment
	Unitil Book 4547, Pg 232 Book 1723, Pg 220	Landowner	None	30' (varies) cross-easement w/24" water main Book 1087, Page 373 (not appended)						
	State of Maine - Dept. of Transportation Book 2497, Pg 29	None	None	None						

Segment <b>A1</b> Alternative	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	Trail Use or Co-Location Agreements
Thornton Academy through private property to U.S. Route 1	Thornton Academy Trustees (same as A)	None	None	None	None known	None	None	None	None	Needed for all properties traversed by proposed trail alignment
	Pelletier	None Known	None Known	30' (varies) cross-easement w/24" water main Book 1083, Page 512 (not appended)						
	Hannaford Bros. Co.	None Known	None Known	None Known						
	Fleet Bank	None Known	None Known	None Known						

Chart A - Trail Segment Easement Agreements

Segment <b>A2</b> Alternative	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				Trail Use or Co-Location Agreements
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	
On-road route from Thornton Academy to U.S. Route 1	Thornton Academy Trustees (same as A)	None	None	None	None known	None	None	None	None	Needed for Thornton Academy property
	City of Saco	None Known	None Known	None Known						

Segment <b>B</b>	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				Trail Use or Co-Location Agreements
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	
South side of I-195 Interchange on U.S. Route 1 to Moody St.	State of Maine - Dept. of Transportation Book 2049, Pg 557 Book 2497, Pg 29	None	Overhead 3-phase power on west side of U.S. Route 1/Main St.	Unknown	None Known	<ul style="list-style-type: none"> <li>⤷ 15-ft. wide easement (7.5 ft. ea side of pipe). Pipe depth varies - up to 36" cover. Edge of trail no closer than 7.5 ft. from gas pipe.</li> <li>⤷ Heavy construction or maintenance equipment over or within 5' of pipe prohibited.</li> <li>⤷ Minimize trail crossings; best if perpendicular</li> </ul>	None	None	None	Needed for Unitil property
	Unitil  Book 4547, Pg 232 Book 1723, Pg 220	Landowner	None	None						

Segment <b>C</b>	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				Trail Use or Co-Location Agreements
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	
Moody Street to U.S. Route 1 Crossing	Unitil  Book 4547, Pg 232 Book 1723, Pg 220	Landowner	No existing service except possible service to Unitil regulator station at south end	No existing service	N/A	<ul style="list-style-type: none"> <li>⤷ 15-ft. wide easement (7.5 ft. ea side of pipe). Pipe depth varies - up to 36" cover. Edge of trail may be no closer than 7.5 ft. from gas pipe.</li> <li>⤷ Heavy construction or maintenance equipment over or within 5' of pipe prohibited.</li> <li>⤷ Minimize trail crossings; best if perpendicular</li> </ul>	N/A	N/A	None	Needed for all properties traversed by proposed trail alignment

Chart A - Trail Segment Easement Agreements

Segment <b>D</b>	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				Trail Use or Co-Location Agreements
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	
U.S. Route 1 Crossing	State of Maine - Dept. of Transportation Book 2497, Pg 29	Locations vary. Line on west side of street 48"± depth.	Overhead three-phase power and communication lines follow west side of U.S. Route 1 / Portland Road	20" water main alignment follows east side of U.S. Route 1/Portland Road		18" separation between gas and underground electric	<ul style="list-style-type: none"> <li>⌚ Underground lines encased in concrete.</li> <li>⌚ Trail to cross at 90° angle thru transmission easement</li> </ul>	None	None	<ul style="list-style-type: none"> <li>⌚ In place for property owned by Biddeford &amp; Saco Water Company only. Book 9905, Pg 127</li> </ul>
	Biddeford & Saco Water Company Book 1676, Pg 307	15-ft. wide easement	135-foot-wide transmission line easement crosses U.S. Route 1 at an angle. Book 1218, Pg 191	Landowner		<ul style="list-style-type: none"> <li>⌚ Per Easement &amp; Addendum on Biddeford &amp; Saco Water Company property:                             <ul style="list-style-type: none"> <li>⇒ 15-ft. wide easement</li> <li>⇒ No buildings on raised area that interferes with access</li> <li>⇒ Minimum 2 ft. cover over top of pipe</li> <li>⇒ Maintain culverts beneath easement</li> </ul> </li> <li>Book 1687, Pg 55 Book 1687, Pg 60</li> </ul>	<ul style="list-style-type: none"> <li>⌚ Structures may be allowable in outer 15 ft. of transmission line easement</li> <li>⌚ Maintain minimum 20' clear above bridge structure and overhead communication lines</li> </ul>	<ul style="list-style-type: none"> <li>⌚ Per Easement &amp; Addendum for Biddeford &amp; Saco Water Company property:                             <ul style="list-style-type: none"> <li>⇒ Maintains right to install water lines beneath gas lines or other improvements</li> </ul> </li> <li>Book 1687, Pg 55 Book 1687, Pg 60</li> </ul>	<ul style="list-style-type: none"> <li>Per Trail Easements on Biddeford &amp; Saco Water Company property only:                             <ul style="list-style-type: none"> <li>⌚ Approval of Development Plan by Biddeford &amp; Saco Water Company Required.</li> <li>⌚ Allowed 12-ft. wide paved or unpaved public recreational path.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>⌚ Property acquisition and/or access easements required on both private properties</li> <li>⌚ Co-Location Agreement needed for Unitil easements and properties</li> </ul>
	Unitil Book 4547, Pg 232	Landowner	135-foot-wide transmission line easement crosses U.S. Route 1 at an angle. Book 1218, Pg 191	None		<ul style="list-style-type: none"> <li>⌚ Trail may be no closer than 7.5 ft. from gas pipe</li> <li>⌚ Heavy construction or maintenance equipment over or within 5' of pipe prohibited</li> <li>⌚ Minimize trail crossings; best if crossings are perpendicular</li> <li>⌚ Bridge abutments may be next to pipe</li> </ul>		None	<ul style="list-style-type: none"> <li>⌚ No motorized vehicles</li> <li>⌚ Periodic selective vegetative clearing allowed</li> <li>⌚ Landowner maintains right to use</li> <li>⌚ Place prohibitive signage (e.g., no</li> <li>⌚ Limit to daylight use</li> <li>⌚ Maintain liability insurance coverage</li> </ul>	
	Silver Springs Campground Inc. (private property) Book 14431, Pg 360	None Known	135-foot-wide transmission line easement crosses U.S. Route 1 at an angle. Book 1184, Pg 164 Book 1178, Pg 514	None					<ul style="list-style-type: none"> <li>⌚ None on private properties</li> </ul>	
	A + N LLC Book 14902, Pg 987 Book 7767, Pg 258	None	135-foot-wide transmission line easement crosses U.S. Route 1 at an angle. Book 1211, Pg 191	None						

Chart A - Trail Segment Easement Agreements

Segment <b>E</b>	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				Trail Use or Co-Location Agreements
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	
U.S. Route 1 Crossing to Cascade Road	Biddeford & Saco Water Company Book 1676, Pg 307	<ul style="list-style-type: none"> <li>☞ Per Easement &amp; Addendum:</li> <li>⇒ 15-ft. wide easement</li> <li>⇒ Northwest side of easement located 15 ft. southeast of abandoned railroad location, except</li> <li>⇒ In fills, across gullies, pipes may be nearer to centerline of Book 1687, Pg 55 Book 1687, Pg 60</li> </ul>	Transmission lines easement  Book 1184, Pg 164 Book 1218, Pg 191 Book 1178, Pg 514	Landowner	N/A	<ul style="list-style-type: none"> <li>☞ Per Easement &amp; Addendum</li> <li>⇒ 15-ft. wide easement</li> <li>⇒ No buildings on raised area that interferes with access</li> <li>⇒ Minimum 2-ft. cover over top of pipe</li> <li>⇒ Maintain culverts beneath easement                               Book 1687, Pg 55                              Book 1687, Pg 60</li> </ul>	N/A	Per Easement & Addendum: Maintains right to install water lines beneath gas lines or other improvements  Book 1687, Pg 55 Book 1687, Pg 60	<ul style="list-style-type: none"> <li>☞ Per Trail Easement:</li> <li>⇒ Approval of Development Plans by Biddeford &amp; Saco Water Company required</li> <li>⇒ Allowed 12-ft. wide paved or unpaved public recreational path</li> <li>⇒ No motorized vehicles</li> <li>⇒ Periodic selective vegetative clearing allowed</li> <li>⇒ Landowner maintains right to use</li> <li>⇒ Place prohibitive signage (e.g., no hunting, no smoking, etc.)</li> <li>⇒ Limit to daylight use</li> <li>⇒ Maintain liability insurance coverage</li> </ul>	<ul style="list-style-type: none"> <li>☞ In place w/B&amp;S Water Co. Book 9905, Pg 127 Refer to App. A</li> <li>☞ Co-Location Agreement needed for Unitil easements</li> </ul>

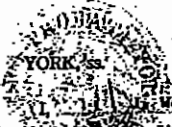
Chart A - Trail Segment Easement Agreements

Segment <b>F</b>	Property Owner(s)	Utility Easement/Service Location Descriptions for Segment Properties				Limitations & Restrictions on Development Imposed By:				Trail Use or Co-Location Agreements
		Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Other	Unitil (Natural Gas)	CMP (Electric Power)	Biddeford & Saco Water Company (Water)	Eastern Trail	
Cascade Road to Old Cascade Road	Eastern Trail Management District Book 15477, Pg 555	Unknown	Unknown	Unknown	N/A					<ul style="list-style-type: none"> <li>➤ In Place. Refer to Appendix A</li> <li>Book 14260, Pg 382</li> </ul>
Old Cascade Road to Milliken Mills Road	Central Maine Power Book 1426, Pg 118	Easement follows southeast sideline from Milliken Mills Road until approach of Mill Brook. Location varies between tops of banks under Mill Brook to east of bridge abutment on Old Cascade Road, returning to follow southeast sideline to Cascade Road as depicted in Drawing Sheets 1 thru 3 of Exhibit A of Addendum to Easement Indenture dated May 2, 2008 Book 1426, Pg 118 (Exhibit A not appended)	Landowner	No existing service		<ul style="list-style-type: none"> <li>➤ Per Easement &amp; Addendum:                             <ul style="list-style-type: none"> <li>⇒ 15-ft. wide easement (7.5 ft. ea side of pipe).</li> <li>⇒ Pipe depth varies - up to 36" cover. Edge of trail no closer than 7.5 ft. from gas pipe Book 1687, Pg 55 Book 1687, Pg 60 Book 15524, Pg 916</li> </ul> </li> <li>➤ Heavy construction or maintenance equipment over or within 5' of pipe prohibited</li> <li>➤ Culvert arch at Mill Brook may be placed next to pipe (pipe not encased)</li> <li>➤ Minimize trail crossings; best if crossings are perpendicular</li> </ul>	Maintains right to construct its lines, over other easements & uses Book 1687, Pg 55	None	<ul style="list-style-type: none"> <li>➤ Per Use Agreement                             <ul style="list-style-type: none"> <li>⇒ Allowed 12-ft. wide paved or unpaved public recreational path</li> <li>⇒ No motorized vehicles</li> <li>⇒ CMP maintains right to use</li> <li>⇒ Attach no items to CMP structures</li> <li>⇒ Maintain 15 ft. clear of any pole or guy wire; closer with protection barrier</li> </ul> </li> <li>➤ Approval by CMP required:                             <ul style="list-style-type: none"> <li>⇒ Development Plans</li> </ul> </li> <li>⇒ Tree removal or trimming closer than 15 ft. from pole or guy wire</li> </ul>	<ul style="list-style-type: none"> <li>➤ Co-Location Agreement needed for Unitil Easement</li> </ul>

Abstract of the Will of

EDITH SCAMMAN

STATE OF MAINE



PROBATE OFFICE

December 29, A. D. 1967

Woodrow Vailley, Register of the Probate Court for said County of

York, hereby certify that the last Will and Testament

Edith Scamman,

late of Saco, deceased,

was proved, approved and allowed by the Judge of Probate for said County of York, at a Court held at Alfred on the twelfth day of December A. D. 1967;

and that the following is a true copy of so much of said Will as devises Real Estate in the County of York, aforesaid:

\*\*\*

**THIRD:** I give, bequeath and devise to the following named charitable, educational and religious organizations the sums and property set after their respective names and for the purposes hereinafter set forth respecting them:

- (12) To THE TRUSTEES OF THORNTON ACADEMY, sometimes called "Thornton Academy", Saco, Maine, as an expression of my interest in its continuing service to youth and as a memorial to my father, Henry Scamman, all of my homestead real estate consisting of the house and other buildings and land situated on Main Street in said Saco, bounded and described as follows: Southerly by said Main Street, Westerly by land formerly of Bradbury and Bradbury, Northerly by the location formerly of the Eastern Railroad, so-called, Easterly by land now or formerly of George Lord and one Bowie, containing approximately thirty-five (35) acres, to hold, use and enjoy all the same for the purposes of its incorporation upon the condition that said property shall not be sold or otherwise disposed of for a period of ten (10) years from and after my decease, said restriction, however, not being intended to prohibit the encumbering of said property for the purpose of financing any desired improvement thereof for the educational purposes of said institution. I desire the house on said premises to be designated as "Scamman Hall" in memory of my said father and that a suitable tablet so designating it shall be placed thereon.

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**SIXTH:** All the rest, residue and remainder of my estate of whatever nature and wherever situated, I give, bequeath and devise one half (1/2) to THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE, Cambridge, Massachusetts, to be used for Gray Herbarium, and one half (1/2) to THE TRUSTEES OF THORNTON ACADEMY, sometimes called "Thornton Academy", Saco, Maine.

**SEVENTH:** I authorize and empower my executor to sell any property, real or personal, belonging to me at public or private sale, for such sum or sums and upon such terms as he may deem wise, and to execute, acknowledge and deliver such deeds or other instruments as may be deemed necessary or advisable, and no purchaser shall see to the application of the purchase money, it being my intention that my executor shall liquidate my property not specifically bequeathed or devised herein and, in the case of a sale of property located outside of the State of Maine, bring the proceeds of sale to the State of Maine for administration.

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**NINTH:** I nominate ELLIOT P. PERKINS of Portland, Maine, to be Executor of this my Last Will and Testament and I request that no bond be required of him in that capacity. If said Elliot P. Perkins shall predecease me or decline or be otherwise unable to serve as Executor, then I nominate

FRANKLIN G. HINCKLEY of said Portland to be Executor of this my Last Will and Testament and I request that no bond be required of him in that capacity.

Witness my hand and the seal of the Probate Court for said County of York, the day and year first above written.

*Woodrow Vailley* Register.

\*\*\*  
8-64-1000

York, Me.  
Received JAN 17 1968 at 1:10 P.M.  
and recorded from the original.

## Know all Men by these Presents, That

I, Earle M. Fenderson, of Saco, in the County of York and State of Maine,

Book 1222

I. R. S.  
Eleven  
Dollars

In consideration of One Dollar and other valuable considerations paid by Trustees of Thornton Academy, a corporation created by law situated in said Saco,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

Trustees of Thornton Academy, their successors in trust and assigns forever, a certain lot or parcel of land situated in said Saco, bounded and described as follows: Beginning at an iron pipe driven into the ground in the line dividing land of said grantees, known as the Tuxbury Place and land of this grantor, said iron pipe being 500 feet northwesterly from Main Street, measured along said dividing line; thence north  $38^{\circ} 15'$  west by said Tuxbury Place 338.6 feet to an iron pipe driven into the ground; thence south  $51^{\circ} 20'$  west by said Tuxbury Place 109.15 feet to an iron pipe driven into the ground; thence North  $38^{\circ}$  West by other land of said grantees 852.38 feet to an iron pipe driven into the ground and land of the Saco Brick Company; thence north  $52^{\circ} 03'$  East by said Saco Brick Company land 357.15 feet to an iron pipe driven in the ground and land of Edith Scammon; thence south  $38^{\circ}$  East by said Scammon land 843 feet to an iron pipe driven into the ground; thence North  $51^{\circ} 20'$  East by said Scammon land 66.5 feet to an iron pipe driven into the ground; thence south  $38^{\circ} 15'$  east by said Scammon land 342 feet to an iron pipe driven into the ground which is 500 feet northwesterly from Main Street measured along said dividing line; thence southwesterly by other land of this Grantor which is parallel to and 500 feet northwesterly of Main Street 315.65 feet to the point of beginning.

Being part of the premises conveyed to Mattie M. Fenderson by deed of George Harold Fenderson, dated August 28, 1913, recorded in York County Registry of Deeds, Book 618, Page 440 and devised to George Harold Fenderson by the will of said Mattie M. Fenderson, abstract being recorded in Book 877, Page 90 of York Registry of Deeds, and devised to Earle M. Fenderson by will of George Harold Fenderson, abstract being recorded in Book 1049, Page 45 of said Registry.

Reserving the right to maintain the spring on the above described premises and the pipes leading therefrom to the buildings of the grantor, with the right to enter upon the above described premises for cleaning, repairing and replacing said pipes and maintaining said spring, this reservation to remain in force so long as the grantor, his wife or children shall own the adjoining property, and the grantees agree that so long as said reservation is in effect they will not do or permit the doing of any act to cause the pollution or diversion of the source of water in said spring.

Do Give and in Hold; the aforesaid and bargained premises with all the privileges and appurtenances thereof to the said Trustees of Thornton Academy, their successors in trust

have and assigns, to them and their use and behoof forever. And I do covenant with the said Grantee, their successors in trust have 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 Grantees to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantees, their successors in trust have and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Earle M. Fenderson and Marion C. Fenderson wife of the said Earle M. Fenderson joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises,

our hands and seal this twelfth day of February, in the year of our Lord one thousand nine hundred and fifty-three.

Signed, Sealed and Delivered  
in presence of  
Margaret Currie

Earle M. Fenderson (seal)

to both

Marion C. Fenderson (seal)

State of Maine, YORK, ss. February 12, 1953.  
the above named Earle M. Fenderson

Personally appeared

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

Before me, Richard C. Gray Notary Public (L.S.)



over the wood road on the Buggell Farm, which leaves the Young's school house road near the southeast corner of the lot herein conveyed. Said right of way being subject to gates and bars, not more than three.

To Have and to Hold the above-granted premises unto the said Richard M. Cook and Charles A. Blee and their heirs and assigns forever... And we the said Lymon W. Jordan, Samuel M. Lame, Mellic B. Jordan and Emeline W. Jordan in our said capacity, do hereby covenant to and with the said Richard M. Cook and Charles A. Blee their heirs and assigns that we are the lawful trustees of the last will and testament of the said Benjamin W. Jordan; that we have power under said will

ginning on the Northeastly side of Clark Street, so called, at land of Hartley Mott, thence Northeastly by said Mott land three hundred seven (307) feet; thence Northwestly by said Mott land and land of Goodale Three Hundred Ninety Five and eight tenths (395.8) feet; thence Northeastly by land formerly known as Wakefield Farm Five Hundred Eighty and nine tenths (580.9) feet to land formerly sold to E. P. Bradbury by David Tuxbury, under warranty deed, dated October 31st, 1854, recorded in York County Registry of Deeds, Book 403, Page 151; thence Southeastly by the said Bradbury land Eight Hundred Forty Nine and twenty five one hundredths (849.25) feet to other land of the grantor Charles W. Tuxbury; thence Southwestly by land of said grantor Charles W. Tuxbury and land of said Thornton Academy to said Clark Street; thence Northwestly by said Clark Street Two Hundred Fifty Five and three tenths (255.3) feet to the point of beginning. And being a part of the property conveyed to David Tuxbury by Moses Emery and George Scammon, by their warranty deeds, dated, March 31st, 1849 and April 23rd, 1849 respectively, said deeds being recorded in said Registry of Deeds Book 205 Page 277 and Book 207, Page 250 respectively; and descending to us under the will of said David Tuxbury, reference is hereby made to said deeds, will and record.

But said property hereby conveyed is subject to the right of way across the same as set forth and described in warranty deed, from said David Tuxbury to Edwin P. Bradbury, dated October 31st, A. D. 1854, recorded in said registry of deeds, Book 403, Page 151.

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereto to the said Thornton Academy, its 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 are lawfully seized in fee of the premises, that they are free of all incumbrances, except said right of way as above set forth, 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 Charles W. Tuxbury, Laura B. Tuxbury, Edith T. Hill, Alice B. Tuxbury and Laura C. Tuxbury and Charles Hill, husband of the said Edith T. Hill, joining in this deed as Grantors, and relinquishing and conveying my

right by descent and all other rights in the above described premises have heretofore set our hands and seals this fourth day of November in the year of our Lord one thousand nine hundred and sixteen.

Signed, sealed and Delivered

in presence of

Franklin B. Chesley to G. H. C.

Charles H. Turbury (act)

Wm. W. Crane as to G. B. T. indiv + enty

Laura B. Turbury (act)

G. J. K. A. B. T. + G. B. T.

Edith Turbury Hill (act)

J. George, as to Chas Hill

Alice B. Turbury (act)

Laura E. Turbury (act)

Charles Hill (act)

Laura B. Turbury Executor (act)

Charles Hill Executor (act)

State of New Jersey } ss.

County of Essex

November 14th, 1916.

Personally appeared the above named Laura B. Turbury, individually and as Executor, Edith Turbury Hill, Alice B. Turbury and Laura E. Turbury and acknowledged the above instrument to be their free act and deed.

Before me, Wm. W. Crane Notary Public of N.J. (L.S.)

State of New York } ss.

County of New York

November 15, 1916.

Personally appeared the above named Charles Hill, Individually and as Executor, and acknowledged the above instrument to be his free act and deed.

Before me, H. W. Duffel Notary Public (L.S.)

King County, W. Va. Certificate filed in New York County

State of Maine

Notary Public of Maine November 27th, 1916 Personally appeared

In New York Registry of Deeds Book 648 Page 30, is hereby declared

George B. Vanney and acknowledged this discharge to be his free act

received December 17, 1923, at 9h. 30m. a.m.

Register  
see M. P. Kelly

Witness my Hand and Seal of Office, the Eighth day of November,  
in the year of our Lord, one thousand nine hundred and Thirteen.

(S.S.) Isaac Shoenthal, Surrogate

Recorded according to the original received November 27, 1916, at  
2 h. 10 m. P.M.

To know all men by these Presents, That I, Pascal Turcotte of Berwick in the County of York and State of Maine in consideration of Six Hundred Dollars paid by George B. Vanney of said Berwick the receipt whereof I do hereby acknowledge, do hereby give, grant bargain, sell and convey, in to the said George B. Vanney his heirs and assigns forever, a certain lot of land with the buildings thereon, situate in said Berwick in said County of York and State of Maine, and bounded and described as follows: to wit: Beginning at the Southwesterly corner of land of Ann Blake at a post and running thence southerly seventy five (75) feet by the Pine Hill road as called in a southerly direction to land of Calvin Stillings to a post; thence Easterly by said Stillings land

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WARRANTY DEED  
Corporate Grantor  
Maine Statutory Short Form

TF 1535

KNOW ALL MEN BY THESE PRESENTS, THAT NORTHERN UTILITIES, INC. a Corporation organized and existing under the laws of the State of New Hampshire and having a place of business at Portland in the County of Cumberland and State of Maine for consideration paid, GRANTS to GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire corporation, whose mailing address is: 120 Royall Street, Canton, MA 02021, with WARRANTY COVENANTS several parcels of land in various municipalities in the County of YORK, and in the County of CUMBERLAND, State of Maine, described in the following documents:

See attached Schedule 1.

This document is executed in two counterparts, each to be considered an original. One counterpart is to be recorded in Cumberland County and the other is to be recorded in York County.

IN WITNESS WHEREOF, the said NORTHERN UTILITIES, INC. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Walter C. Ivancevic its President thereunto duly authorized, this 27th day of November, 1987.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF:  
NORTHERN UTILITIES, INC.  
Caspar F. Cowan By: Walter C. Ivancevic  
its President  
Walter C. Ivancevic

STATE OF MAINE  
COUNTY OF CUMBERLAND  
November 27, 1987.

Then personally appeared the above-named Walter C. Ivancevic, President 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,  
Caspar F. Cowan  
Notary Public/Attorney at Law  
Printed Name: Caspar F. Cowan

MAINE REAL ESTATE TRANSFER TAX PAID

## Schedule 1

Parcels of Land Granted By  
Northern Utilities, Inc. To  
Granite State Gas Transmission, Inc.

1692/470

<u>County Location</u>	<u>Grantor</u>	<u>Date of Deed</u>	<u>Recorded Book</u>	<u>Page</u>
York	Juliette Worster	10/26/65	1685	350
York	Boston and Maine Corp.	11/15/65	1690	129
York	Boston and Maine Corp.	06/14/66	1723	220
York	Albra F. Boston	05/23/66	1716	28
York	The John Swenson Granite Company, Inc.	10/13/82	1690	133
	As modified by agreement with the Town of Wells dated April 22, 1983 and duly recorded in the York County Registry of Deeds.			
York	Boston and Maine Corp.	01/08/86	3736	192
	Subject to the agreement with North Berwick Sanitary District dated September 19, 1985 confirmed by Supplement to Agreement dated January 24, 1986, with reference to Plan Book 144, Page 13.			

The conveyance of land in Kennebunk is made subject to the lease agreement with Ralph Brooks for a term of 50 years from September 1, 1983, with reference to a plan recorded in Plan Book 119, Page 30, York County Registry of Deeds.

Cumberland	City of South Portland	01/14/66	2942	545
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- 2 -

RECEIVED YORK.SS.

1987 DEC -2 PM 3:30

RECORDED REGISTRY OF DEEDS

 ATTEST: *Ann M. Ponzetti*  
 REGISTER

Railroad to Gas  
S.C. agreement

that Boston and Maine Corporation, a corporation duly established under the laws of the State of Delaware, for one dollar and other valuable considerations paid to it by Portland Gas Light Company, a corporation duly organized by law, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Portland Gas Light Company, its successors and assigns, all of its right, title and interest in and to four (4) parcels or pieces of land, together with grant of permanent rights and easement, situated in South Berwick, Biddeford and Saco, all in the County of York, Maine, and bounded and described as follows:

3  
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5  
6

PARCEL 1. A certain strip of land in said Town of South Berwick constituting a portion of the abandoned Boston and Maine Corporation right of way, Great Works River to Witch Trot Road in South Berwick, Maine, said strip running Northeasterly from the Northerly sideline of the Great Works River in the vicinity of P. C. Station 3635+39.8 to the Southerly sideline of Witch Trot Road, so-called, now called Emery's Bridge Road; said strip containing an area of 447,300 square feet and being of varying widths, and being shown upon plan marked "Land in SOUTH BERWICK, ME. Boston and Maine Corporation to Portland Gas Light Co., J. D. Batchelder Eng'r. of Design Scale 1" - 100 Ft., February, 1966," to be recorded herewith, a copy of which is hereto attached, to which reference is hereby made for further description of the premises hereby conveyed. Excepting herefrom, however, all crossing roads, streets and ways, but conveying the right title and interest of the Boston and Maine Corporation, if any, in and to that portion of the bed of the Great Works River lying Southerly of the parcel above conveyed and Northerly of the parcel conveyed by this Boston and Maine Corporation to Central Maine Power Company by deed dated May 18, 1965 and recorded in the York County Registry of Deeds in Book 1658, Page 233 lying between the respective sidelines of said parcels extended; also conveying the right title and interest of the Boston and Maine Corporation, if any, in and to that portion of said Witch Trot Road or Emery's Bridge Road, included between the sidelines of the strip above conveyed as extended to the line of land conveyed to this Grantee by deed of this Grantor dated November 15, 1965 and recorded in the York County Registry of Deeds in Book 1690, Page 128.

PARCEL 2. A certain strip of land in said City of Biddeford constituting a portion of the abandoned Boston and Maine Corporation right of way Biddeford to Saco, Maine said strip running from Station 4882+63 at the Northeasterly line of land conveyed to the State of Maine by deed of Boston and Maine Railroad Company dated June 30, 1950 and recorded in the York County Registry of Deeds in Book 1155, Page 527, thence North 36° 51' 30" East to Station 4896+56 and the line of beginning of the easement hereinafter described and together with the area shown as "No. 6" on the hereinafter mentioned plan. Excluding herefrom all crossing roads, streets and ways. Said parcel containing an area of 99,000 square feet, more or less, and being shown as Parcel No. 1 on plan hereinafter mentioned.



PARCELS 3 and 4. A certain strip of land in said City of Saco constituting a portion of the abandoned Boston and Maine Corporation right of way Biddeford to Saco, Maine, said strip running from Station 5027+21 at the Northerly end of the easement hereinafter described in a generally North-easterly direction and is of varying widths, running to the Southwest side of Libby's Crossing now known as Moody Street; thence from the Northeast side of Libby's Crossing the said strip runs about Northeasterly again to a line which separates "3A," as shown on said plan, from "No. 15" as shown on said plan, at the line of land conveyed to J. Richmond Lord and Dorothy L. Lord by deed of Boston and Maine Railroad dated September 17, 1957 and recorded in the York County Registry of Deeds in Book 1365, Page 59, the most Easterly end of said line being situated on the Southwest side of Portland Road, as shown on said plan. Excluding herefrom all crossing roads, streets and ways. Also conveying the right title and interest of the Grantor, if any, in and to that portion of the roads, streets and ways to the center line thereof included between the sidelines of the strips above conveyed as extended. Said parcel of land containing a total area of 405,000 square feet, more or less, and being of varying widths, said Parcel 1 and Parcels 3 and 3A being shown on plan marked "Land and Easement in BIDDEFORD & SACO M.E. Boston and Maine Corporation to Portland Gas Light Co., J. D. Batchelder Eng'r. of Design Scale 1" - 200 Ft., February, 1966" to be recorded herewith, a copy of which is hereto attached to which reference is hereby made for a further description of the premises hereby conveyed.

Biddeford  
to Saco

The grantor grants to the grantee, its successors and assigns, a permanent right and easement for the purpose of its talling, repairing, and maintaining an underground gas pipe line within the following described parcel:

Aten (10) foot wide strip of land beginning at Station 4896+56 in said City of Biddeford and having the centerline of said ten (10) foot strip located five (5) feet Southeasterly from and parallel with the Northwesterly sideline of the Grantor's land as shown on plan hereinafter mentioned. Thence running in a northeasterly direction to about Eng. Sta. 4920+00 about thirty-six (36) feet Northwesterly from centerline of track, thence turning and running along the centerline of said easement which runs eleven (11) feet Westerly of and parallel with track to the South side of South Street. Thence from the North side of South Street to about Station 4924+75. Thence turning and running Northerly to a point about opposite Eng. Sta. 4925+00 and about thirty-six (36) feet Westerly from the centerline of track; thence turning and running Northeasterly thirty-six (36) feet Westerly of and parallel with centerline of track to about opposite Eng. Sta. 4940+00; thence turning and running Northeasterly to a point about opposite Eng. Sta. 4940+50 and about thirty (30) feet Westerly of centerline of track; thence turning and running in a Northeasterly direction and thirty (30) feet Westerly of and parallel to the centerline of track to the South side of Main Street to about Station 4946+25; thence from North side of Main Street running Northeasterly to the Southwesterly end of Bridge 93.78 thence turning and running in a Southeasterly direction and approximately twelve (12) feet Northerly from and parallel to face of Southerly abutment of said Bridge to the easterly side of said bridge; thence Northeasterly and along the Easterly side of said Bridge over the Saco River to the City of Saco to the Northeasterly end of said Bridge 93.78 at Eng. Sta. 4956+25; thence turning and running Northeasterly about 45 feet to Eng. Sta. 4956+70 about 44.5 feet Easterly from centerline of track; thence turning and running in a Northeasterly direction and 44.5 feet Easterly of and parallel to the centerline of track to a point about opposite Eng. Sta. 4963+00; thence turning and running in a Northeasterly direction to a point opposite Eng. Sta. 4967+00 and lying twenty-eight (28) feet from centerline of track to the Southwest side of Lincoln St.; thence turning and running



from the Northeast side of Lincoln St. in a Northeasterly direction and twenty-eight (28) feet from centerline of track to the Southwesterly side of Bradley St. Thence running from the Northeasterly side of Bradley St. and twenty-eight (28) feet from centerline of track to the Southwesterly side-line of North St.; thence running from the Northeast side of North Street and lying twenty-eight (28) feet from centerline of track to about Eng. Sta. 5008+00; thence turning and running about North-Northeast to about Eng. Sta. 5010+00; thence turning and running Northeasterly and about parallel to the centerline of track to about Eng. Sta. 5013+15; thence turning and running Northeasterly from about said Eng. Sta. 5013+15 to about Eng. Sta. 5014+00; thence turning and running from Eng. Sta. 5014+00 in a Northeasterly direction and about twenty-eight (28) feet Southeasterly from centerline of track to Eng. Sta. 5027+21. Together with an easement of similar width so far as the Grantor may convey it, but subject to municipal regulations, across the streets and crossings above-mentioned. Said easement containing an area of about 128,400 square feet, more or less, with its sideline being shown as a continuous line running from Eng. Sta. 4896+56 to Eng. Sta. 5027+21 on plan marked "Land and Easement in BIDDEFORD & SACO, ME. Boston and Maine Corporation to Portland Gas Light Co., J. D. Batchelder Eng'r. of Design Scale 1" = 200 Ft., February, 1966", to be recorded herewith, a copy of which is hereto attached, to which reference is hereby made for a further description of the premises hereby conveyed. Said easement is also located where the Grantee's underground gas transmission pipes are presently situated. Excepted from the above permanent right and easement is the location of said pipeline on or across Bridge 93.78 crossing said Saco River.

This conveyance is made without granting any right of way either by necessity or otherwise over remaining land of the grantor.

This conveyance is made subject to the condition that the grantee, its successors and assigns, assume all obligations of the grantor, its successors and assigns, to maintain culverts and underground facilities that cross or exist within the above-described parcels, and to protect the rights of the public and individuals in and to all crossings of public and private highways and roads. By the acceptance of this deed and as part consideration therefor, the grantee hereby covenants and agrees for itself, its successors and assigns, to assume all obligations of the grantor, its successors and assigns, to maintain culverts and underground facilities that cross or exist within the above-described parcels; and further, to protect the rights of the public and individuals in and to all crossings of public and private highways and roads. The covenants contained in this paragraph are to be covenants running with the land and are to be binding upon the grantee, its successors and assigns, forever. Excluded from said permanent right and easement location is any location of said easement either on or across bridge #93.78 or any part of said bridge.

any and all claims or suits for property damages, personal injury or death arising out of or in any way attributable to the use of the easement or license granted under this deed by the grantor, its successors, assigns, employees, invitees and/or visitors.

This conveyance is hereby made expressly subject to the permanent right and easement retained and the grantor hereby does retain the right and easement for itself, its successors and assigns, to maintain and operate all tracks, structures, signal facilities, and other facilities as may be deemed necessary by the grantor, its successors and assigns, for proper operation of trains, including right to install additional tracks within said easement area as set forth in the easement granted by this conveyance.

TO HAVE AND TO HOLD the above described premises with all the

WATER CO EASEMENT  
ACROSS OLD RR OPPOSITE GENERAL 373  
DYNAMICS & PELLETIER

Book 1087

See Plan  
Book 15  
Page 23

KNOW ALL MEN BY THESE PRESENTS that the Boston and Maine Railroad, a corporation duly created by law and having an established place of business in Boston, County of Suffolk and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations, paid by the Biddeford & Saco Water Company, a corporation duly created and existing by virtue of the laws of the State of Maine, and having its established place of business in Biddeford in the County of York and State of Maine, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Biddeford & Saco Water Company, its successors and assigns forever, the following described easement and right of way: The right to enter upon and lay, relay, remove and repair, and to maintain water pipes for its water works, and the operation thereof by the said grantee, its successors or assigns, through the following described piece or parcel of land located in Saco, in the County of York and State of Maine, being bounded and described as follows: beginning at a point where the division line between land formerly of James B. Thornton and land formerly of one Scemman intersects what is now the Easterly side line of the Boston and Maine Railroad Eastern Division right of way and the Westerly side line of land of one Magrath; thence North 55° 52' West thirty-five (35) feet; thence North 81° 14' West ninety-three and four tenths (93.4) feet to the Westerly side line of said Eastern Division right of way of said Railroad and the Easterly side line of land now of the City of Saco; thence North 53° 42' East a distance of forty-two and five tenths (42.5) feet; thence South 81° 14' East one hundred forty and one tenth (140.1) feet to the division line between said Railroad and Magrath; thence South 53° 42' West sixty-three and six tenths (63.6) feet to the point of beginning, said parcel of land containing about four thousand, five hundred fifty (4,550) square feet, and being shown on a plan marked "Pipe Easement in Saco, Me. Boston and Maine Railroad To Biddeford and Saco Water Company J. P. Cronin, Engr. of Design. June 1947.", to be recorded herewith, a copy of which is hereto attached, to which reference is hereby made for a further description of the premises hereby conveyed. All courses refer to the true meridian.

Including the rights of ingress and egress to and from said above described land and to do all things necessary and proper to be done in connection with the laying, relaying, removing, repairing and maintaining of said water pipes on said premises; also including the right to use the soil along the line of said pipes on either side thereof, sufficient to embank said water pipes in case ledges shall be found near the surface of the ground, so that said pipes shall be embanked to a depth of not less than three and one-half (3½) feet; provided that, unless necessary for construction, removal or repair purposes, the sur-

face of the land through which said pipe lines are laid shall remain the same practically as before said pipe lines were laid therein; also provided that bushes and trees may be cut and cleared along said pipe line, wherever they are found, for a sufficient width to give opportunity to lay, relay, remove, repair and maintain said water pipes; and provided also, that crops and grass in said right of way may be removed to a sufficient width to give opportunity to lay, relay, remove and repair said water pipes. Said grantor, its successors or assigns, shall enjoy the right to cultivate and use said land, except that no building or structure shall be erected on said right of way nor shall any obstruction be placed on the right of way which shall prevent the grantee, its successors or assigns, from exercising its rights.

The said grantor, for itself, its successors or assigns, for the consideration aforesaid, does hereby waive, release and discharge the said Biddeford & Saco Water Company, its successors or assigns, from any and all claims, actions or demands of any nature or description whatsoever, which in any way, at any time, may be occasioned or caused by the cutting and clearing of bushes and trees and the removal of crops along said right of way in manner aforesaid.

TO HAVE AND TO HOLD the aforegranted and bargained easement and right of way with all the privileges and appurtenances thereof to the said Biddeford & Saco Water Company, its successors and assigns, to its and their use and behoof forever.

IN WITNESS WHEREOF the said Boston and Maine Railroad has caused these presents to be signed in its corporate name and its corporate seal to be hereunto affixed by W. S. Trowbridge, a Vice President thereunto duly authorized this Twenty-second day of October in the year one thousand nine hundred and forty-seven.

Signed and Sealed  
in the presence of

M. A. Higgins

BOSTON AND MAINE RAILROAD  
(Corporate Seal)

By W. S. Trowbridge Vice President

The consideration for this deed does not exceed One Hundred Dollars.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston, October 22, 1947. Personally appeared W. S. Trowbridge, to me personally known, who being by me duly sworn, and says that he is a Vice President of the Boston and Maine Railroad and that the seal affixed to said instrument is the corporate seal of said Company and that said instrument was signed and sealed by authority of and in behalf of said Boston and Maine Railroad, and said W. S. Trowbridge acknowledged said instrument to be the free act and deed of the Boston and Maine Railroad and his free act and deed in his said capacity.

before me David S. Dow Notary Public (L.S.)  
My Commission expires May 6, 1949

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At a Meeting of the Executive Committee of the Board of Directors of BOSTON AND MAINE RAILROAD, duly called, notified and held on October 14, 1947, a quorum being present, the following action was taken:

"VOTED: to convey to Biddeford & Saco Water Company the right and easement to enter upon and lay, relay, remove, repair, maintain and operate water pipes through a parcel of land in Saco, Maine, containing about 4,550 square feet, and being shown upon a blue print herewith submitted entitled 'Pipe Easement in Saco, Me. Boston and Maine Railroad To Biddeford and Saco Water Company J. P. Cronin. Engr. of Design. June 1947.', together with the right to embank said pipes to a depth of not less than 3 1/2 feet; and E. S. French, the President, or W. S. Trowbridge, a Vice President of this Company, is hereby authorized, in its name and behalf, to execute, acknowledge and deliver a deed of the same."

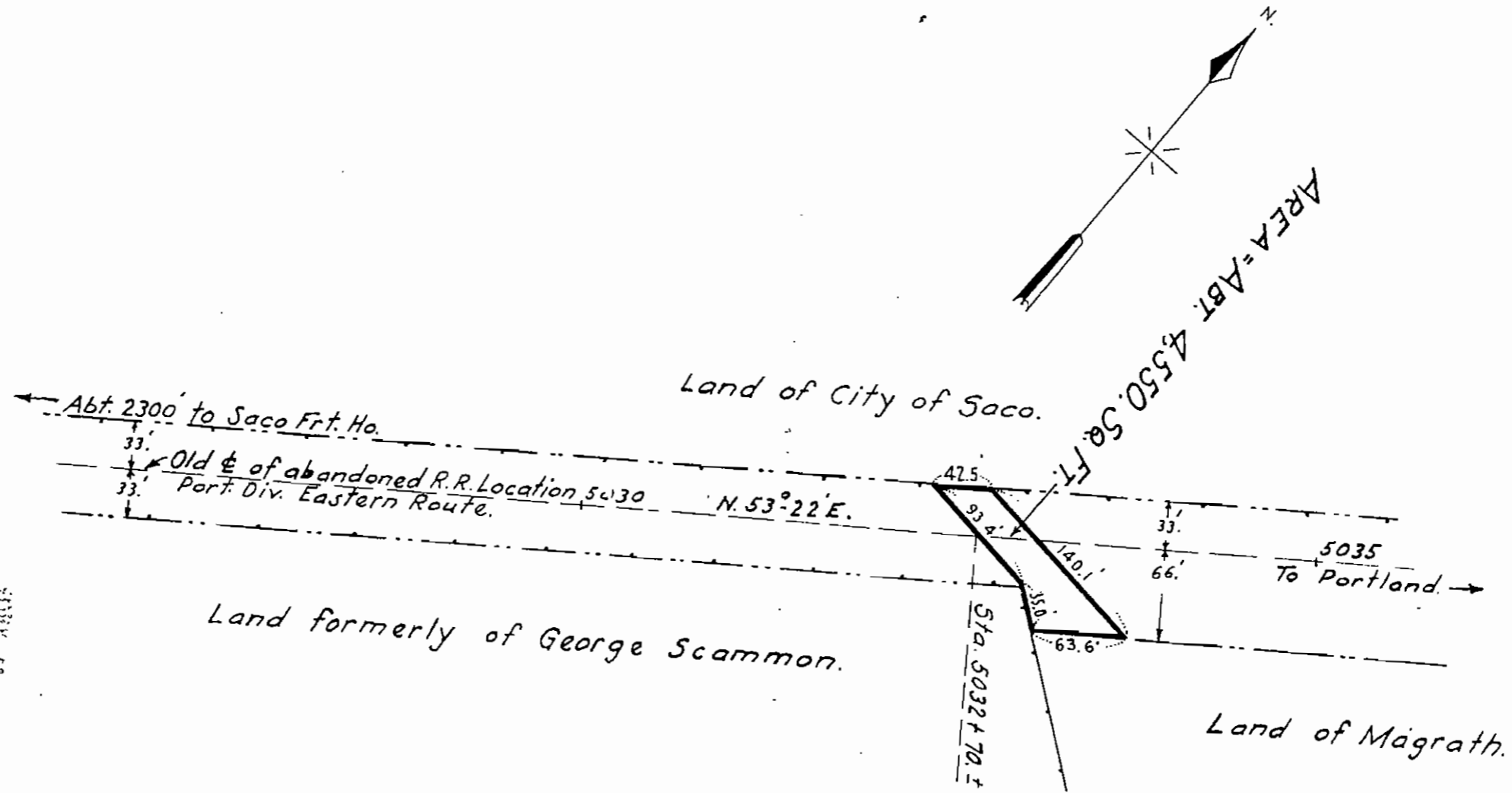
Attest: Wm. J. Burns Clerk (Corporate Seal)

Recorded according to the original received October 29, 1947 at 9h. 10m. A.M.

KNOW ALL MEN BY THESE PRESENTS, THAT I ARMAND N. FONTAINE of Springvale in the County of York and State of Maine, in consideration of Gulf Oil Corporation, a corporation duly organized and existing by law and having a usual place of business at Boston in the County of Suffolk and State of Massachusetts, guaranteeing the payment by me of a certain note this day given by me to the Bankers Trust Company, a banking institution duly organized and existing by law and having a principal place of business at New York in the State of New York, and for the purpose of accruing said Gulf Oil Corporation against loss by reason of or in any way arising out of said guarantee, do hereby GIVE, GRANT,

Discharge  
Book 1368  
Page 222

to the said Gulf Oil Corporation, its successors and



Vol. Sec. 2 Me. Map 97c Part of Pchs. 7, 8 & 9.

Pipe Easement in  
**SACO, ME.**  
 Boston and Maine Railroad To-  
 BIDEFORD AND SACOWATER COMPANY  
*J. J. Morris*  
 Engr. of Design.  
 June 1947.  
 Scale: 1" = 100'

9  
 10  
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 23  
 OCT 29, 1947  
*John Schmitt*

NOTICE OF LAYOUT AND TAKING

The State of Maine by its Department of Transportation, Bureau of Highways, does hereby give notice to all whom it may concern:

That the Department of Transportation, Bureau of Highways, in accordance with the authority of 23 M.R.S.A. Section 651, has determined that public exigency requires the laying out and establishing of a portion of State Highway "195" and State Highway "9" in the City of Saco, County of York.

That the Department of Transportation, Bureau of Highways, in accordance with 23 M.R.S.A. Sections 701 and 651, has laid out the location of a portion of State Highway "195" and State Highway "9" in the said City of Saco.

That the Department of Transportation, Bureau of Highways, in accordance with 23 M.R.S.A. Section 752, having given notice and hearing, has designated a portion of said highway as a "controlled access highway" as provided in 23 M.R.S.A. Sections 301 to 307, at the locations and in the manner and extent hereinafter set forth under the heading "Control of Access" and as shown on the hereinafter referenced right of way map.

That the Department of Transportation, Bureau of Highways, in accordance with 23 M.R.S.A. Sections 651 and 151 to 159, has determined that public exigency requires the taking of all land, buildings and rights in land within or adjacent to the boundary lines as hereinafter set forth and described and as shown on a Right-of-Way Map, State Highway "195" and State Highway "9", City of Saco, Federal Aid Project No. I-195-2(4) Part I and E-Y-09-1(4) Part I, dated April 1978, on file in the office of the Department of Transportation, Bureau of Highways, (D.O.T. File No. 16-205) and to be recorded in the Registry of Deeds of York County, a print of which is on file in the Office of the County Commissioners of York County.

DESCRIPTION OF FEE TAKING

All land, buildings, and rights in land within the following described boundaries, which are located with respect to the following described Base Lines are taken in fee simple:

Base Line Descriptions"I-195" and State Highway "9"

Beginning at a point about eight hundred (800) feet northwesterly of the Median Base Line of the Maine Turnpike and designated as Sta. 92+00;

Thence S.  $52^{\circ}37'20.1''$  E. twenty-five hundred eleven and sixty-six hundredths (2511.66) feet to P.C. Sta. 117+11.66;

Thence southeasterly by a  $1^{\circ}30'$  curve to the right twenty-three hundred twenty-four and seventy-two hundredths (2324.72) feet to P.T. Sta. 140+36.38;

Thence S.  $17^{\circ}45'05.5''$  E. two hundred thirteen and seventy-three hundredths (213.73) feet to P.C. Sta. 142+50.11;

Thence southeasterly by a  $1^{\circ}30'$  curve to the left thirty-three hundred eleven and eighty-nine hundredths (3311.89) feet to P.T. Sta. 175+62.00;

Thence S.  $67^{\circ}25'47.7''$  E. seventeen hundred forty and ninety-one hundredths (1740.91) feet to P.C. Sta. 193+02.91;

BOOK 2497 PAGE 50

Thence southeasterly by a 0°30' curve to the left and passing through Sta. 200+00.00, at which point the "I-195" Base Line ends and the State Highway "9" Base Line begins, a total distance of eighteen hundred thirty-six and forty-four hundredths (1836.44) feet to P.T. Sta. 211+39.35;

Thence S. 76°36'43.7" E. fourteen hundred forty-two and fifty-two hundredths (1442.52) feet to P.C. Sta. 225+81.87;

Thence southeasterly by a 0°45' curve to the left eight hundred eighty-eight and eighty-eight hundredths (888.88) feet to P.T. Sta. 234+70.75, at a point in the present traveled way of State Highway "9" (State Route No. 5).

"M.T.A. Median" Base Line

Beginning at a point in the Median of the Maine Turnpike Authority and designated as Sta. 1729+00;

Thence N. 45°39'31.9" E. one hundred fifty-one and nineteen hundredths (151.19) feet to P.C. Sta. 1729+51.19;

Thence northeasterly by a 0°40'01.9" curve to the left eleven hundred seventy-nine and eight hundredths (1179.08) feet to P.T. Sta. 1741+30.27, at which point N. 37°47'31.9" E. "Back" equals N. 37°49'46.9" E. "Ahead";

Thence N. 37°49'46.9" E. twenty-one hundred nineteen and seventy-three hundredths (2119.73) feet to Sta. 1762+50, at a point in the Maine Turnpike Authority Median.

Ramp T.P. "2" Base Line

Beginning at a point forty-eight and forty-two hundredths (48.42) feet northeasterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 97+35.0 and designated as P.C. Sta. 0+00.00 on the Ramp T.P. "2" Base Line;

Thence northwesterly by a four hundred sixty (460) foot radius curve to the right two hundred thirty-two and eighty-three hundredths (232.83) feet to P.C.C. Sta. 2+32.83;

Thence northwesterly, northerly and northeasterly by a two hundred thirty (230) foot radius curve to the right three hundred thirty-three and eighteen hundredths (333.18) feet to P.C.C. Sta. 5+66.01;

Thence northeasterly, easterly and southeasterly by a three hundred (300) foot radius curve to the right three hundred eighty-six and fifteen hundredths (386.15) feet to P.C.C. Sta. 9+52.16;

Thence southeasterly, southerly and southwesterly by a two hundred thirty (230) foot radius curve to the right two hundred twenty-four and sixty-two hundredths (224.62) feet to P.C.C. Sta. 11+76.78;

Thence southwesterly by a four hundred sixty (460) foot radius curve to the right two hundred thirty and eighty hundredths (230.80) feet to P.T. Sta. 14+07.58, said point being forty-nine (49) feet northwesterly from and as measured along a line at right angles to the "M.T.A. Median" Base Line at Sta. 1748+44.49.



Beginning at a point forty-nine (49) feet westerly from and as measured along a line at right angles to the "M.T.A. Median" Base Line at Sta. 1743+60.20 and designated as P.C. Sta. 0+00.00 on the Ramp T.P. "5" Base Line;

Thence southwesterly by a four hundred sixty (460) foot radius curve to the right two hundred twenty-six and no hundredths (226.00) feet to P.C.C. Sta. 2+26.00;

Thence southwesterly, westerly and northwesterly by a two hundred thirty (230) foot radius curve to the right two hundred twenty-six and forty hundredths (226.40) feet to P.C.C. Sta. 4+52.40;

Thence northwesterly and northerly by a three hundred (300) foot radius curve to the right three hundred eighty-two and twenty-two hundredths (382.22) feet to P.C.C. Sta. 8+34.62;

Thence northerly, northeasterly, easterly and southeasterly by a two hundred thirty (230) foot radius curve to the right three hundred twenty-nine and seventeen hundredths (329.17) feet to P.C.C. Sta. 11+63.79;

Thence southeasterly by a four hundred sixty (460) foot radius curve to the right two hundred forty and eighty-six hundredths (240.86) feet to P.T. Sta. 14+04.65, said point being forty-eight and forty-two hundredths (48.42) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 97+35.00.

Ramp T.P. "5" Base Line

Beginning at a point fifty-three (53) feet northeasterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 111+24.58, and designated as P.C. Sta. 0+00.00 on the Ramp T.P. "5" Base Line;

Thence northwesterly by a 7°00' curve to the right six hundred fifty-seven and fourteen hundredths (657.14) feet to P.T. Sta. 6+57.14;

Thence N. 69°37'20.1" W. two hundred ninety-eight and thirty hundredths (298.30) feet to P.T. Sta. 9+55.44;

Thence northwesterly, northerly and northeasterly by a 7°00' curve to the right six hundred fourteen and fifty-seven hundredths (614.57) feet to P.T. Sta. 15+70.01;

Thence N. 36°23'50.9" E. two hundred twenty and forty hundredths (220.40) feet to Sta. 17+90.41, said point being eighty-five (85) feet southeasterly from and as measured along a line at right angles to the "M.T.A. Median" Base Line at S-a. 1759+00.

Ramp T.P. "8" Base Line

Beginning at a point forty-nine (49) feet southeasterly from and as measured along a line at right angles to the "M.T.A. Median" Base Line at Sta. 1729+00, and designated as P.C. Sta. 10+00.00 on the Ramp T.P. "8" Base Line;

Thence northeasterly by a 1°00' curve to the right three hundred sixty-six and thirty-two hundredths (366.32) feet to P.T. Sta. 13+66.32;

Thence N. 49°19'19.4" E. three hundred sixty-three and eighteen hundredths (363.18) feet to P.C. Sta. 17+29.50;

Thence northeasterly by a 7°00' curve to the right four hundred eighteen and sixty-six hundredths (418.66) feet to P.T. Sta. 21+48.16;

Thence E. 78°37'39.9" E. three hundred eighty-seven and thirteen hundredths (387.13) feet to P.C. Sta. 25+35.29;

Thence northeasterly, easterly and southeasterly by a 7°00' curve to the right six hundred ninety-six and forty-three hundredths (696.43) feet to P.T. Sta. 32+31.72, said point being fifty-three (53) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 111+43.62.

"Industrial Park Road" Base Line

Beginning at a point designated as P.T. Sta. 32+92.89;

Thence N. 44°20'18" E. thirteen hundred seventy-six and twenty-eight hundredths (1376.28) feet to P.C. Sta. 46+69.17;

Thence northeasterly and northerly by an 8°00' curve to the left six hundred thirty and eighty-three hundredths (630.83) feet to Sta. 53+00.

Ramp I.S. "1" Base Line

Beginning at a point fifty-three (53) feet northeasterly from and as measured along a line normal to the "I-195" Base Line at Sta. 136+60.00, and designated as P.C. Sta. 0+00.00 on the Ramp I.S. "1" Base Line;

Thence northwesterly, northerly and northeasterly by a 10°00' curve to the right three hundred forty-four and sixty-four hundredths (344.64) feet to P.T. Sta. 3+44.64;

Thence N. 11°03'59" E. three hundred forty and eighty-five hundredths (340.85) feet to P.C. Sta. 6+85.49;

Thence northeasterly, northerly and northwesterly by a 14°06'44" curve to the left four hundred seventy-seven and thirty hundredths (477.30) feet to P.T. Sta. 11+62.79;

Thence N. 55°17'28" W. one hundred ninety-seven and eighty hundredths (197.80) feet to Sta. 13+60.59, which point equals Sta. 48+10.05 on the "Industrial Park Road" Base Line hereinbefore described.

Ramp I.S. "4" Base Line

Beginning on the "Industrial Park Road" Base Line at Sta. 36+04.64, which point equals Sta. 0+00.00 on the Ramp I.S. "4" Base Line;

Thence S. 45°39'42" E. two hundred nine and thirty-eight hundredths (209.38) feet to P.C. Sta. 2+09.38;

Thence southeasterly by an 11°30' curve to the left two hundred thirteen and forty-seven hundredths (213.47) feet to P.T. Sta. 4+22.85;

Thence S. 70°12'37.5" E. three hundred two and ninety-three hundredths (302.93) feet to P.C. Sta. 7+25.78;

Thence southeasterly by a 10°00' curve to the right four hundred seventy-seven and thirty-two hundredths (477.32) feet to P.C.C. Sta. 12+03.10;

Thence southeasterly by a  $1^{\circ}29'47.4''$  curve to the right one hundred ninety-nine and thirty-three hundredths (199.33) feet to P.T. Sta. 14+02.43, said point being sixty-seven and eighty-seven hundredths (67.87) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 140+40.75.

"U.S. Route 1" Base Line

Beginning at a point in the present traveled way of U.S. Route No. 1 and designated as Sta. 34+00;

Thence N.  $36^{\circ}49'32.3''$  E. one hundred seventy-nine and fifteen hundredths (179.15) feet to P.I. Sta. 35+79.15;

Thence N.  $35^{\circ}50'52.3''$  E. eleven hundred twenty and eighty-five hundredths (1120.85) feet to Sta. 47+00, at a point in the present traveled way of U.S. Route No. 1 about fifty (50) feet northeasterly of its intersection with Moody Street.

Ramp "1-1" Base Line

Beginning at a point thirty-six (36) feet northwesterly from and as measured along a line at right angles to the "U.S. Route No. 1" Base Line at Sta. 45+65.00 and designated as Sta. 0+00.00 on the Ramp "1-1" Base Line;

Thence S.  $40^{\circ}25'18.5''$  W. one hundred four and thirteen hundredths (104.13) feet to P.C. Sta. 1+04.13;

Thence southwesterly, westerly and northwesterly by a one hundred fifty (150) foot radius curve to the right two hundred one and sixty-four hundredths (201.64) feet to P.T. Sta. 3+05.77;

Thence southwesterly along a line at right angles to the Base Line four (4) feet to a point;

Thence N.  $62^{\circ}33'19.8''$  W. two hundred four and eighty-eight hundredths (204.88) feet to P.C. Sta. 5+10.65;

Thence northwesterly, westerly and southwesterly by a three hundred fifty-six (356) foot radius curve to the left two hundred sixty-nine and fifty-four hundredths (269.54) feet to P.T. Sta. 7+80.19;

Thence S.  $74^{\circ}03'52.8''$  W. two hundred fifty and sixty-three hundredths (250.63) feet to P.C. Sta. 10+30.82;

Thence southwesterly, westerly and northwesterly by an  $11^{\circ}30'00.3''$  curve to the right three hundred eighty and fourteen hundredths (380.14) feet to P.T. Sta. 14+10.96, said point being eighty-five (85) feet northeasterly from and as measured along a line normal to the "I-195" Base Line at Sta. 171+00.

Ramp "1-3" Base Line

Beginning at a point sixty-four (64) feet southwesterly from and as measured along a line normal to the "I-195" Base Line at Sta. 171+65.00 and designated as P.C. Sta. 0+00.00 on the Ramp "1-3" Base Line;

Thence southeasterly by a  $4^{\circ}22'45.1''$  curve to the right three hundred forty-five and forty-nine hundredths (345.49) feet to P.T. Sta. 3+45.49;

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Thence S.  $46^{\circ}20'42.8''$  E. six hundred fifty-seven and twenty-one hundredths (657.21) feet to Sta. 10+02.70, which point equals Sta. 35+46.00 on the "U.S. Route No. 1" Base Line hereinbefore described.

Ramp "1-6" Base Line

Beginning at a point seventy-one and forty-two hundredths (71.42) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 184+25.00, and designated as P.C. Sta. 0+00.00 on the Ramp "1-6" Base Line;

Thence southeasterly by a  $22^{\circ}55'05.9''$  curve to the right one hundred ten and no hundredths (110.00) feet to P.C.C. Sta. 1+10.00;

Thence southeasterly, southerly and southwesterly by a  $45^{\circ}50'11.8''$  curve to the right three hundred and no hundredths (300.00) feet to P.C.C. Sta. 4+10.00;

Thence westerly and northwesterly by a two hundred fifty (250) foot radius curve to the right three hundred fifteen and no hundredths (315.00) feet to P.C.C. Sta. 7+25.00;

Thence northwesterly, northerly and northeasterly by a  $40^{\circ}00'55.7''$  curve to the right one hundred twenty and eighty-seven hundredths (120.87) feet to P.T. Sta. 8+45.87, said point being forty-eight (48) feet southeasterly from and as measured along a line at right angles to the "U.S. Route No. 1" Base Line at Sta. 38+06.65.

Boundary Line Descriptions

"Northeasterly Boundary Line"

Beginning on the "M.T.A. Median" Base Line at Sta. 1720+00;

Thence northwesterly along a line at right angles to the "M.T.A. Median" Base Line one hundred fifty (150) feet to a point in the present northwesterly right-of-way line of the Maine Turnpike Authority;

Thence northeasterly along the present northwesterly right-of-way line of the Maine Turnpike Authority about ten hundred fifty-five (1055) feet to a point one hundred (100) feet southwesterly from and as measured along a line normal to the Ramp T.P. "3" Base Line at about Sta. 4+46;

Thence northwesterly along a curved line one hundred (100) feet southwesterly from and concentric with the Ramp T.P. "3" Base Line about nine (9) feet to a point on a line normal to the Ramp T.P. "3" Base Line at P.C.C. Sta. 4+52.40;

Thence northwesterly, northerly and northeasterly along a curved line one hundred (100) feet southwesterly, westerly and northwesterly from and concentric with the Ramp T.P. "3" Base Line five hundred nine and sixty-three hundredths (509.63) feet to a point on a line normal to the Ramp T.P. "3" Base Line at P.C.C. Sta. 8+34.62;

Thence northeasterly along a curved line one hundred (100) feet northwesterly from and concentric with the Ramp T.P. "3" Base Line two hundred seventy-five and ninety-nine hundredths (275.99) feet to a point on a line normal to the Ramp T.P. "3" Base Line at Sta. 10+26.98.

Thence N.  $37^{\circ}22'39.9''$  E. one hundred sixty-five and no hundredths (165.00) feet to Sta. 93+23.19 on the "I-195" Base Line;

Thence S.  $52^{\circ}37'20.1''$  E. along the "I-195" Base Line two and fifty-four hundredths (2.54) feet to Sta. 93+25.73;

Thence N.  $37^{\circ}22'39.9''$  E. one hundred sixty-five and no hundredths (165.00) feet to a point one hundred (100) feet northwesterly from and as measured along a line normal to the Ramp T.P. "2" Base Line at Sta. 3+75.19;

Thence northeasterly along a curved line one hundred (100) feet northwesterly from and concentric with the Ramp T.P. "2" Base Line two hundred seventy-three and seventy-nine hundredths (273.79) feet to a point on a line normal to the Ramp T.P. "2" Base Line at P.C.C. Sta. 5+66.01;

Thence northeasterly, easterly and southeasterly along a curved line one hundred (100) feet northwesterly, northerly and northeasterly from and concentric with the Ramp T.P. "2" Base Line about four hundred fifty-seven (457) feet to a point in the northwesterly right-of-way line of the Maine Turnpike Authority, said point being on a line normal to the Ramp T.P. "2" Base Line at about Sta. 9+09;

Thence northeasterly along the northwesterly right-of-way line of the Maine Turnpike Authority a total distance of about eleven hundred two (1102) feet to a point three hundred (300) feet northwesterly from and as measured along a line at right angles to the "M.T.A. Median" Base Line at Sta. 1762+00;

Thence southeasterly along said right angle line, and said right angle line extended in a southeasterly direction, a total distance of three hundred (300) feet to a point in the present southeasterly right-of-way line of the Maine Turnpike Authority;

Thence S.  $31^{\circ}07'32.9''$  W. two hundred ninety-nine and fifty-five hundredths (299.55) feet to a point one hundred (100) feet southeasterly from and as measured along a line at right angles to the Ramp T.P. "5" Base Line at Sta. 17+90.41;

Thence S.  $36^{\circ}23'50.9''$  W. two hundred twenty and forty hundredths (220.40) feet to a point one hundred (100) feet southeasterly from and as measured along a line at right angles to the Ramp T.P. "5" Base Line at P.T. Sta. 15+70.01;

Thence southwesterly and southerly along a curved line one hundred (100) feet south-easterly and easterly from and concentric with the Ramp T.P. "5" Base Line five hundred thirty-nine and forty-nine hundredths (539.49) feet to a point on a line at right angles to the Ramp T.P. "5" Base Line at P.T. Sta. 9+55.44;

Thence S.  $6^{\circ}37'20.1''$  E. one hundred fifty-five and forty-four hundredths (155.44) feet to a point one hundred (100) feet easterly from and as measured along a line at right angles to the Ramp T.P. "5" Base Line at Sta. 8+00;

Thence S.  $48^{\circ}36'34.1''$  E. one hundred thirty-four and fifty-four hundredths (134.54) feet to a point one hundred ninety (190) feet easterly from and as measured along a line at right angles to the Ramp T.P. "5" Base Line at Sta. 7+00;

Thence S.  $6^{\circ}37'20.1''$  E. forty-two and eighty-six hundredths (42.86) feet to a point one hundred ninety (190) feet easterly from and as measured along a line at right angles to the Ramp T.P. "5" Base Line at P.T. Sta. 6+57.14;

Thence southeasterly along a curved line one hundred ninety (190) feet northeasterly from and concentric with the Ramp T.P. "5" Base Line three hundred eighty-one and fifty-nine hundredths (381.59) feet to a point on a line normal to the Ramp T.P. "5" Base Line at Sta. 1+60.20, said point also being two hundred twenty-five (225) feet northeasterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 110+02.35;

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Thence S.  $52^{\circ}37'20.1''$  E. one hundred ninety-seven and sixty-five hundredths (197.65) feet to a point two hundred twenty-five (225) feet northeasterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 112+00;

Thence southwesterly along said right angle line thirty (30) feet to a point two hundred twenty-five (225) feet northeasterly of the "I-195" Base Line;

Thence S.  $52^{\circ}37'20.1''$  E. five hundred eleven and sixty-six hundredths (511.66) feet to a point two hundred twenty-five (225) feet northeasterly from and as measured along a line at right angles to the "I-195" Base Line at P.C. Sta. 117+11.66;

Thence southeasterly along a curved line two hundred twenty-five (225) feet northeasterly from and concentric with the "I-195" Base Line one hundred ninety-nine and forty-three hundredths (199.43) feet to a point on a line normal to the "I-195" Base Line at Sta. 119+00;

Thence southwesterly along said normal line sixty (60) feet to a point one hundred sixty-five (165) feet northeasterly of the "I-195" Base Line;

Thence southeasterly along a curved line one hundred sixty-five (165) feet northeasterly from and concentric with the "I-195" Base Line about one hundred ninety-nine (199) feet to a point in the northwesterly line of land now or formerly of Lawrence Mills, said point being on a line normal to the "I-195" Base Line at about Sta. 120+91;

Thence southwesterly along the northwesterly line of land now or formerly of Lawrence Mills about one hundred three (103) feet to a point about sixty-two (62) feet northeasterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 121+05;

Thence southeasterly along the southwesterly line of land now or formerly of Lawrence Mills about four hundred ninety-four (494) feet to a point about nine (9) feet northwesterly from and as measured along a line at right angles to the "Industrial Park Road" Base Line at about Sta. 45+47;

Thence northeasterly along the southeasterly line of land now or formerly of Lawrence Mills about six hundred four (604) feet to a point sixty (60) feet easterly from and as measured along a line normal to the "Industrial Park Road" Base Line at about Sta. 51+40;

Thence southerly and southwesterly along a curved line sixty (60) feet easterly and southeasterly from and concentric with the "Industrial Park Road" Base Line about two hundred thirty-three (233) feet to a point on a line normal to the "Industrial Park Road" Base Line at Sta. 49+25;

Thence S.  $22^{\circ}38'38''$  E. forty-four and thirty-nine hundredths (44.39) feet to a point one hundred (100) feet northeasterly from and as measured along a line at right angles to the Ramp I.S. "1" Base Line at Sta. 12+75;

Thence S.  $56^{\circ}17'28''$  E. one hundred twelve and twenty-two hundredths (112.22) feet to a point one hundred (100) feet northeasterly from and as measured along a line at right angles to the Ramp I.S. "1" Base Line at P.T. Sta. 11+62.79;

Thence southeasterly, southerly and southwesterly along a curved line one hundred (100) feet northeasterly, easterly and southeasterly from and concentric with the Ramp I.S. "1" Base Line five hundred ninety-four and eighty-six hundredths (594.86) feet to a point on a line at right angles to the Ramp I.S. "1" Base Line at P.C. Sta. 6+85.49;

Thence S.  $11^{\circ}03'59''$  W. three hundred forty and eighty-five hundredths (340.85) feet to a point one hundred (100) feet southeasterly from and as measured along a line at right angles to the Ramp I.S. "1" Base Line at P.T. Sta. 3+44.64;

Thence southwesterly, southerly and southeasterly along a curved line one hundred (100) feet southeasterly, easterly and northeasterly from and concentric with the Ramp I.S. "1" Base Line two hundred eighty-four and forty-nine hundredths (284.49) feet to a point on a line at right angles to the Ramp I.S. "1" Base Line at P.C. Sta. 0+00.00;

Thence S.  $27^{\circ}03'03''$  E. one hundred forty-six and thirty-one hundredths (146.31) feet to a point one hundred sixty-five (165) feet northeasterly from and as measured along a line normal to the "I-195" Base Line at Sta. 138+00;

Thence southeasterly along a curved line one hundred sixty-five (165) feet northeasterly from and concentric with the "I-195" Base Line two hundred forty-six and fifty-nine hundredths (246.59) feet to a point on a line at right angles to the "I-195" Base Line at Sta. 140+40.75;

Thence S.  $17^{\circ}45'05.5''$  E. two hundred thirteen and seventy-three hundredths (213.73) feet to a point one hundred sixty-five (165) feet northeasterly from and as measured along a line at right angles to the "I-195" Base Line at P.C. Sta. 142+50.11;

Thence southeasterly along a curved line one hundred sixty-five (165) feet northeasterly from and concentric with the "I-195" Base Line about one hundred thirty-nine (139) feet to a point in the northeasterly line of land now or formerly of Maremont Corporation, said point being on a line normal to the "I-195" Base Line at about Sta. 143+95;

Thence southeasterly along the northeasterly line of land now or formerly of Maremont Corporation about eight hundred five (805) feet to a point;

Thence southwesterly along the southeasterly line of land now or formerly of Maremont Corporation about four hundred twenty-nine (429) feet to a point one hundred sixty-five (165) feet northeasterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 153+50;

Thence southeasterly along a curved line one hundred sixty-five (165) feet northeasterly from and concentric with the "I-195" Base Line about fourteen hundred thirty-six (1436) feet to a point in the northwesterly line of land now or formerly of Elsie I. Smith, said point being on a line normal to the "I-195" Base Line at about Sta. 168+51;

Thence northeasterly along the northwesterly line of land now or formerly of Elsie I. Smith about five hundred eighty-eight (588) feet to a point;

Thence southeasterly along the northeasterly line of land now or formerly of Elsie I. Smith about seven hundred forty-nine (749) feet to a point seventy-five (75) feet northeasterly from and as measured along a line normal to the Ramp 1 - 1 Base Line at about Sta. 5+27;

Thence southeasterly along a curved line seventy-five (75) feet northeasterly from and concentric with the Ramp 1 - 1 Base Line about twenty (20) feet to a point on a line at right angles to the Ramp 1-1 Base Line at P.C. Sta. 5+10.65;

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Thence S.  $62^{\circ}33'19.8''$  E. about two hundred (200) feet to a point in the northwesterly line of land now or formerly of Louis J. B. Simoneau, et al, said point being about seventy-nine (79) feet northeasterly from and as measured along a line at right angles to the Ramp 1 - 1 Base Line at about Sta. 3+11;

Thence northeasterly along the northwesterly line of land now or formerly of Louis J. B. Simoneau, et al, and northeasterly along the northwesterly line of land now or formerly of Lawrence E. Fenderson, et al, and northeasterly along the northwesterly line of land now or formerly of Jacqueline A. Beardslee, a total distance of about two hundred thirty-six (236) feet to a point in the present southwesterly line of Moody Street;

Thence southeasterly along the present southwesterly line of Moody Street about one hundred forty-two (142) feet to its intersection with the present northwesterly line of U.S. Route No. 1;

Thence southeasterly along a line at right angles to the present northwesterly line of U.S. Route No. 1 sixty-six (66) feet to a point in the present southeasterly line of U.S. Route No. 1;

Thence southwesterly along the present southeasterly line of U.S. Route No. 1 about thirty-six (36) feet to a point in the northeasterly line of land now or formerly of Eustace Photos, et al;

Thence southeasterly along the northeasterly line of land now or formerly of Eustace Photos, et al, about fourteen hundred (1400) feet to a point about three hundred fifty-four (354) feet northeasterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 197+53;

Thence southwesterly along the southeasterly line of land now or formerly of Eustace Photos, et al, about two hundred eleven (211) feet to a point one hundred fifty (150) feet northeasterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 197+0;

Thence southeasterly along a curved line one hundred fifty (150) feet northeasterly from and concentric with the "I-195" and State Highway "9" Base Lines about thirteen hundred three (1303) feet to a point in the southeasterly line of land now or formerly of Margaret J. Bromfield, said point being on a line normal to the State Highway "9" Base Line at about Sta. 210+20;



Thence northeasterly along the southeasterly line of land now or formerly of Margaret J. Bromfield about twenty-eight (28) feet to a point about one hundred seventy-six (176) feet northeasterly from and as measured along a line normal to the State Highway "9" Base Line at about Sta. 210+32;

Thence southeasterly along the southwesterly line of land now or formerly of Margaret J. Bromfield about fifty-six (56) feet to a point one hundred fifty (150) feet northeasterly from and as measured along a line normal to the State Highway "9" Base Line at about Sta. 210+81;

Thence southeasterly along a curved line one hundred fifty (150) feet northeasterly from and concentric with the State Highway "9" Base Line about fifty-eight (58) feet to a point on a line at right angles to the State Highway "9" Base Line at P.T. Sta. 211+39.35;

Thence S.  $76^{\circ}36'43.7''$  E. about eight hundred thirty-two (832) feet to a point in the northwesterly line of land formerly of Helen E. Treadwell, et al, now State of Maine, said point being one hundred fifty (150) feet northeasterly from and as measured along a line at right angles to the State Highway "9" Base Line at about Sta. 219+71;

Thence southwesterly along the northwesterly line of land formerly of Helen E. Treadwell, et al, now State of Maine about one hundred sixty-six (166) feet to its intersection with the State Highway "9" Base Line at about Sta. 219+00, at the southeasterly end of the southwesterly boundary line to be hereinafter described.

"Southwesterly Boundary Line"

Beginning on the "M.T.A. Median" Base Line at Sta. 1728+50;

Thence southeasterly along a line at right angles to the "M.T.A. Median" Base Line one hundred fifty (150) feet to a point in the present southeasterly right of way line of the Maine Turnpike Authority;

Thence northeasterly along the southeasterly right of way line of the Maine Turnpike Authority fifty and no hundredths (50.00) feet to a point one hundred one (101) feet southeasterly from and as measured along a line at right angles to the Ramp T.P. "8" Base Line at P.C. Sta. 10+00.00;

Thence N.  $47^{\circ}19'52.8''$  E. three hundred fifty-nine and eighty-three hundredths (359.83) feet to a point one hundred (100) feet southeasterly from and as measured along a line at right angles to the Ramp T.P. "8" Base Line at P.T. Sta. 13+66.32;

Thence N.  $49^{\circ}19'19.4''$  E. three hundred sixty-three and eighteen hundredths (363.18) feet to a point one hundred (100) feet southeasterly from and as measured along a line at right angles to the Ramp T.P. "8" Base Line at P.C. Sta. 17+29.50;

Thence northeasterly along a curved line one hundred (100) feet southeasterly from and concentric with the Ramp T.P. "8" Base Line three hundred sixty-seven and fifty-one hundredths (367.51) feet to a point on a line at right angles to the Ramp T.P. "8" Base Line at P.T. Sta. 21+48.16;

Thence N.  $78^{\circ}37'39.9''$  E. three hundred eighty-seven and thirteen hundredths (387.13) feet to a point one hundred (100) feet southeasterly from and as measured along a line at right angles to the Ramp T.P. "8" Base Line at P.C. Sta. 25+35.29;

Thence northeasterly along a curved line one hundred (100) feet southeasterly from and concentric with the T.P. "8" Base Line fifty-six and eighty hundredths (56.80) feet to a point on a line normal to the T.P. "8" Base Line at Sta. 26+00;

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Thence southeasterly by a direct course one hundred twenty-one and seventy-nine hundredths (121.79) feet to a point one hundred ninety (190) feet southerly from and as measured along a line normal to the Ramp T.P. "8" Base Line at Sta. 27+00;

Thence easterly along a curved line one hundred ninety (190) feet southerly from and concentric with the Ramp T.P. "8" Base Line one hundred seventy-seven and twenty-two hundredths (177.22) feet to a point on a line normal to the Ramp T.P. "8" Base Line at Sta. 29+30.80, said point also being two hundred eighty-five (285) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 109+17.72;

Thence S. 52°37'20.1" E. about seven hundred sixty-eight (768) feet to a point in the southeasterly line of land now or formerly of Saco Steel Company, said point being two hundred eighty-five (285) feet southeasterly from and as measured along a line at right angles to the "I-195" Base Line at about Sta. 116+86;

Thence northeasterly along the southeasterly line of land now or formerly of Saco Steel Company about twelve (12) feet to a point in the southwesterly line of land now or formerly of The Godfrey Company, said point being about two hundred seventy-four (274) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at about Sta. 116+87;

Thence southeasterly along the southwesterly line of land now or formerly of The Godfrey Company about four hundred forty-one (441) feet to a point in the northwesterly line of land now or formerly of Maremont Corporation, said point being about three hundred twenty (320) feet southwesterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 121+59;

Thence northeasterly along the northwesterly line of land now or formerly of Maremont Corporation about one hundred fifty-five (155) feet to a point one hundred sixty-five (165) feet southwesterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 121+36;

Thence southeasterly along a curved line one hundred sixty-five (165) feet southwesterly from and concentric with the "I-195" Base Line about three hundred seventy-two (372) feet to a point on a line normal to the "I-195" Base Line at Sta. 125+25;

Thence S. 6°45'08.6" W. thirty-eight and eleven hundredths (38.11) feet to a point sixty (60) feet northwesterly from and as measured along a line at right angles to the "Industrial Park Road" Base Line at Sta. 42+00;

Thence S. 44°20'18" W. about two hundred fourteen (214) feet to a point in the southwesterly line of land now or formerly of Maremont Corporation, said point being sixty (60) feet northwesterly from and as measured along a line at right angles to the "Industrial Park Road" Base Line at about Sta. 39+86;

Thence southeasterly along the southwesterly line of land now or formerly of Maremont Corporation about three hundred six (306) feet to a point;

Thence southwesterly along the southeasterly line of land now or formerly of Maremont Corporation about three hundred twenty-five (325) feet to a point one hundred (100) feet southwesterly from and as measured along a line normal to the Ramp I.S. "4" Base Line at about Sta. 2+79;

Thence southeasterly along a curved line one hundred (100) feet southwesterly from and concentric with the Ramp I.S. "4" Base Line about one hundred seventy-three (173) feet to a point on a line at right angles to the Ramp I.S. "4" Base Line at P.T. Sta. 4+22.85;

Thence S.  $70^{\circ}12'37.5''$  E. three hundred two and ninety-three hundredths (302.93) feet to a point one hundred (100) feet southwesterly from and as measured along a line at right angles to the Ramp I.S. "4" Base Line at P.C. Sta. 7+25.78;

Thence southeasterly along a curved line one hundred (100) feet southwesterly from and concentric with the Ramp I.S. "4" Base Line three hundred ninety-four and one hundredth (394.01) feet to a point on a line normal to the Ramp I.S. "4" Base Line at P.C.C. Sta. 12+03.10;

Thence southeasterly along a curved line one hundred (100) feet southwesterly from and concentric with the Ramp I.S. "4" Base Line one hundred ninety-four and twelve hundredths (194.12) feet to a point on a line at right angles to the Ramp I.S. "4" Base Line at P.T. Sta. 14+02.43;

Thence S.  $18^{\circ}32'08.4''$  E. two hundred five and fourteen hundredths (205.14) feet to a point one hundred sixty-five (165) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at P.C. Sta. 142+50.11;

Thence southeasterly along a curved line one hundred sixty-five (165) feet southwesterly from and concentric with the "I-195" Base Line about twelve hundred seventy-five (1275) feet to a point in the northwesterly line of land now or formerly of Sweetser Corporation, said point being on a line normal to the "I-195" Base Line at about Sta. 154+72;

Thence southwesterly along the northwesterly line of land now or formerly of Sweetser Corporation about three hundred sixty (360) feet to a point;

Thence southeasterly along the southwesterly line of land now or formerly of Sweetser Corporation about twelve hundred three (1203) feet to a point in the northwesterly line of land now or formerly of Northern Utilities, said point being about three hundred thirty (330) feet southwesterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 166+06;

Thence northeasterly along the northwesterly line of land now or formerly of Northern Utilities about one hundred eighty-eight (188) feet to a point one hundred sixty-five (165) feet southwesterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 166+69;

Thence southeasterly along a curved line one hundred sixty-five (165) feet southwesterly from and concentric with the "I-195" Base Line about ninety-one (91) feet to a point in the southeasterly line of land now or formerly of Northern Utilities, said point being on a line normal to the "I-195" Base Line at about Sta. 167+56;

Thence southwesterly along the southeasterly line of land now or formerly of Northern Utilities about one hundred eighty-two (182) feet to a point in the southwesterly line of land now or formerly of Elsie I. Smith;

Thence southeasterly along the southwesterly line of land now or formerly of Elsie I. Smith, about five hundred ninety-five (595) feet to a point;

Thence northeasterly along the southeasterly line of land now or formerly of Elsie I. Smith about two hundred ten (210) feet to a point in the southwesterly line of land now of the State of Maine;

Thence southeasterly along the southwesterly line of land now of the State of Maine about eight hundred thirty (830) feet to a point in the present northwesterly line of U.S. Route No. 1;

Thence southeasterly along a line at right angles to the present northwesterly line of U.S. Route No. 1 about sixty-eight (68) feet to the intersection of the present southeasterly line of U.S. Route No. 1 and the present southwesterly line of Ocean Park Road (State Route No. 5);

Thence southeasterly along the southwesterly line of Ocean Park Road about four hundred sixty-four (464) feet to its intersection with the present northwesterly line of Louise Street;

Thence northeasterly along a line at right angles to the present southwesterly line of Ocean Park Road about fifty-nine (59) feet to a point in the present northeasterly line of Ocean Park Road;

Thence southeasterly along the present northeasterly line of Ocean Park Road about three (3) feet to a point in the southeasterly line of land now or formerly of Shell Oil Company;

Thence northeasterly along the southeasterly line of land now or formerly of Shell Oil Company about forty-nine (49) feet to a point seventy-five (75) feet southeasterly from and as measured along a line normal to the Ramp "1-6" Base Line at about Sta. 3+69;

Thence northeasterly and northerly along a curved line seventy-five (75) feet southeasterly and easterly from and concentric with the Ramp "1-6" Base Line about two hundred thirty-eight (238) feet to a point on a line normal to the Ramp "1-6" Base Line at Sta. 2+20;

Thence easterly by a direct course about eighty (80) feet to a point in the southeasterly line of land now of the State of Maine, said point being about one hundred twenty-eight (128) feet southwesterly from and as measured along a line at right angles to the "I-195" Base Line at Sta. 187+50;

Thence southeasterly along the southwesterly line of land now of the State of Maine about eight hundred sixty-six (866) feet to a point in the northwesterly line of land now or formerly of John L. Hewes, et al, said point being about three hundred fourteen (314) feet southwesterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 195+87;

Thence northeasterly along the northwesterly line of land now or formerly of John L. Hewes, et al, about one hundred seventy (170) feet to a point one hundred fifty (150) feet southwesterly from and as measured along a line normal to the "I-195" Base Line at about Sta. 196+25;

Thence southeasterly along a curved line one hundred fifty (150) feet southwesterly from and concentric with the "I-195" and State Highway "9" Base Lines about fifteen hundred thirty-four (1534) feet to a point on a line at right angles to the State Highway "9" Base Line at P.T. Sta. 211+39.35;

Thence S. 76°36'43.7" E. about six hundred ninety-two (692) feet to a point in the northwesterly line of land formerly of Helen E. Treadwell, et al, now State of Maine, said point being one hundred fifty (150) feet southwesterly from and as measured along a line at right angles to the State Highway "9" Base Line at about Sta. 218+31;

Thence northeasterly along the northwesterly line of land formerly of Helen E. Treadwell, et al, now State of Maine, about one hundred sixty-six (166) feet to its intersection with the State Highway "9" Base Line at about Sta. 219+00, at the southeasterly end of the northeasterly boundary line hereinbefore described.

EXCEPTIONS AND RESERVATIONS

There is excepted and reserved from the before described taking in fee simple:

All land and buildings previously acquired by the State of Maine by Warranty Deed from Plato Truman, et al, dated 8/20/74 and recorded at York County Registry of Deeds in Book 2049, Page 557 and being shown on the beforementioned right-of-way maps as Parcel No. (24), also as set forth and described in a Notice of Layout and Taking dated 12/29/71, recorded at York County Registry of Deeds in Book 1932, Page 839, and being shown on the beforementioned right-of-way map as Parcel No. (30).

The rights of the Maine Turnpike Authority, however acquired, and located within the aforescribed boundaries from about Station 1728+50 to about Station 1762+00 (M.T.A. Median Base Line).

DESCRIPTIONS OF EASEMENT TAKING

The following described rights of easement in land are taken at the locations, in the manner, to the extent specified and as shown on the right-of-way map hereinbefore mentioned:

Storm Sewer Outlets

The perpetual right to outlet a storm sewer and forever flow water therefrom through, over and across land outside of and adjoining the boundaries hereinbefore described at the loca-

BOOK 2497 PAGE 43

Special Rights Taken

BOOK 2497 PAGE 44 Taking hereby the right to enter upon land outside of and adjoining the southwesterly boundary hereinbefore described at or about Station 12+25 Ramp I.S. - 4, as shown on the beforementioned right of way map and to fill & grade Marenmont Pond.

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the hereinbefore described boundaries, as shown on the beforementioned right-of-way map:

Parcel or Item No.	Apparent Owner	Area	Slopes	Drainage	Other Rights	Misc. and Buildings
1	Anna C. Smith	3.60±Ac.	None	None	None	None
2	Joseph S. Audie Jeanne Y. Audie	7.00±Ac.	None	None	None	None
3-1	Central Maine Power Co.	None	None	None	None	Easement Rights
3-2	Central Maine Power Co.	None	None	None	None	Easement Rights
3-4	Central Maine Power Co.	None	None	None	None	Easement Rights
3-5	Central Maine Power Co.	None	None	None	None	Easement Rights
5-1	Inhabitants of the City of Saco	0.62±Ac.	None	None	None	None
5-2	Inhabitants of the City of Saco	7.22±Ac.	None	None	None	None
5A	Saco Steel Co.	0.48±Ac.	None	None	None	None
6	Carl Subler Trucking, Inc.	15.20±Ac.	None	None	None	None
7	I. Herman Fenderson Geraldine Fenderson	4.00±Ac.	None	None	None	None
8	The Godfrey Co.	6.80±Ac.	None	None	None	None
11-1	Marenmont Corporation	43.21±Ac.	None	Yes	Special Rights	None
17-1	Sweetser Corp.	0.29±Ac.	None	Yes	None	None
17-2	Sweetser Corp.	15.21±Ac.	None	None	None	None
17A	Northern Utilities	0.63±Ac.	None	Yes	None	None
18	Elsie I. Smith	18.71±Ac.	None	None	None	House

Parcel or Item No.	Apparent Owner	Area	Slopes	Drainage	Other Rights	Misc. and Buildings
19	Jacqueline A. Beardalee	10,005± Sq. Ft.	None	None	None	House
20	Leon R. Knight	6.50±Ac.	None	None	None	Building
21	Roger N. Charette Judith A. Charette	230± Sq. Ft.	None	None	None	None
22	Louis J. B. Simoneau Laurette Simoneau	22,500± Sq. Ft.	None	None	None	House
23	Lawrence E. Fenderson Anna M. Fenderson	10,064± Sq. Ft.	None	None	None	House
25	Bruce C. Taylor Sandra E. Taylor	0.12±Ac.	None	Yes	None	None
28	Shell Oil Co.	3.34±Ac.	None	None	None	Service Station
31	Patricia R. Hooper	32,010± Sq. Ft.	None	None	None	House
32	Eustace Photos Catherine Photos	11.25±Ac.	None	None	None	House, Shed & Building
37	Linwood A. Knight	11,330± Sq. Ft.	None	None	None	None
37A	Linwood A. Knight Priscilla L. Knight	450± Sq. Ft.	None	None	None	None
41	John L. Hewes Richard D. Hewes Ann H. Foden	4.68±Ac.	None	None	None	None
42-1	Frank C. Humia Rita Humia	0.31±Ac.	None	None	None	2 Cabins
42-2	Frank C. Humia Rita Humia	0.19±Ac.	None	None	None	None
43	Ronald G. Parent Priscilla A. Parent	1.82±Ac.	None	Yes	None	None
44	Rosaire Rheume Josephine Rheume Richard Gabrielle (Purchase and Sales Agreement)	800± Sq. Ft.	None	None	None	None
45-1	Margaret J. Bromfield	1.96±Ac.	None	None	None	None
45-2	Margaret J. Bromfield	130± Sq. Ft.	None	None	None	None

BOOK 2497 PAGE 45

BOOK 2497 PAGE 46

Parcel or Item No.	Apparent Owner	Area	Slopes	Drainage	Other Rights	Misc. and Buildings
46	Potis Hاديaris Alexander Hاديaris John C. Hاديaris	3.20±Ac.	None	None	None	None
47	Arthur J. Ouellette Jeannette Ouellette	1145± Sq. Ft.	None	None	None	None
48	Sotirios Chalkidis Ola Chalkidis	800± Sq. Ft.	None	None	None	None
49	Avis Nickerson Bradstreet	0.43±Ac.	None	None	None	None
50	Alphonse Weiss Lucy A. Weiss	2.81±	None	Yes	None	Buildings

CONTROL OF ACCESS

Access to and egress from State Highways "195" and "9" to or from adjoining land, as shown on the beforementioned right-of-way maps, is prohibited.



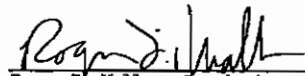
Saco I-195-2(4) Part I and  
R-P-09-1(4) Part I

BOOK 2A97 PAGE 47

The Department of Transportation, Bureau of Highways, directs that this Notice of Layout and Taking be recorded in the Registry of Deeds of York County, filed with the City Clerk of the City of Saco and with the County Commissioners of York County, and published in "The Journal Tribune", a paper published in the County where said highway is located; and also directs that a copy of the Right of Way Map be filed with the

Dated at Augusta, Maine  
April 17, 1979

DEPARTMENT OF TRANSPORTATION

  
Roger L. Mallar, Commissioner

State of Maine  
County of Kennebec .ss.

Augusta, Maine, April 17, 1979

Personally appeared the above named Roger L. Mallar, Commissioner, Department of Transportation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,   
Justice of the Peace

York, ss.

Received APR 24 1979 at 12h35m. P.M.  
and recorded from the original

Know All Men by These Presents, That We, Plato Truman of the City of Biddeford,

County of York; Theodore Truman of the Town of Scarborough, County of Cumberland; and

Peter W. Danton of the City of Saco, County of York and State of Maine,

in consideration of ONE DOLLAR and other valuable considerations paid by the State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said State of Maine, its successors and assigns forever, the following described lot or parcel of land ~~XXXXXX~~ with buildings, situated in the City of Saco, said County and State, bounded and described as follows, to wit:

Beginning at a point in the northwesterly side line of State Highway "1" also known as Main Street, said point being the most southerly corner of land now or formerly of Leon R. Knight;

Thence northwesterly along the southwesterly line of land now or formerly of said Leon R. Knight a distance of about eight hundred and twenty-nine (829) feet to land now or formerly of Elsie I. Smith;

Thence southwesterly along the southeasterly line of land of said Elsie I. Smith about eighty-two and one-half (82.5) feet to land now or formerly of Gerard Vermette et al;

Thence southeasterly along the northeasterly line of land now or formerly of said Gerard Vermette et al. about eight hundred and twenty-nine (829) feet to the northwesterly side line of State Highway "1";

Thence northeasterly along the northwesterly side line of State Highway "1" about eighty-two and one-half (82.5) feet to the point of beginning.

Said lot or parcel contains about 68,390 square feet.

The above described premises is conveyed subject to the rights of the Biddeford & Saco Water Company, as acquired by Deed of Harry O. & Bertha H. Furber dated September 15, 1947 and recorded in the York County Registry of Deeds, Book 1093, Page 376.

Said lot or parcel of land being shown on a plan, State Highway "195" Saco, York County, Federal Aid Project No. Q.I.-195-2(3) dated February 1973, on file in the office of the Department of Transportation, Bureau of Highways (D.O.T. File No. 16-205)

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein by Warranty Deed of Robert F. Pillsbury, dated October 1, 1960 and recorded in the York County Registry of Deeds, Book 1441, Page 274. TO HAVE AND TO HOLD the aforegranted premises, with all the privileges and appurtenances thereof, to the said State of Maine, its successors and assigns forever. AND we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee 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 and thence 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 Plato Truman and ~~XX~~ ~~XXXXXXXXXXXX~~

~~XX~~ Theodore Truman and NORMA S. TRUMAN, wife of the said ~~XX~~

Theodore Truman; Peter W. Danton, ~~XX~~ ~~XXXXXXXXXXXX~~

joining herein as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 16th day of AUGUST in the year of our Lord one thousand nine hundred and seventy-four.

SIGNED, SEALED and DELIVERED  
In the presence of:  
[Signature]  
TO [Signature]

Plato Truman  
Theodore Truman  
Norma S. Truman  
Peter W. Danton

STATE OF MAINE, COUNTY of York  
Personally appeared the above named PLATO TRUMAN, THEODORE TRUMAN, and PETER DANTON  
and acknowledged the above instrument to be THEIR free act and deed.

YORK, ME.  
Before me, [Signature]  
Justice of Peace. ~~Notary Public~~  
Received AUG 20 1974 at 9:05 AM  
and recorded from the original

## KNOW ALL MEN BY THESE PRESENTS

that Boston and Maine Corporation, a corporation duly established under the laws of the State of Delaware, for one dollar and other valuable considerations paid to it by Biddeford & Saco Water Company, a corporation duly established by law, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Biddeford & Saco Water Company, its successors and assigns, forever, all of its right, title and interest in and to a certain piece or parcel of land situated partly in Old Orchard and partly in Saco, both in the County of York and State of Maine, bounded and described as follows: a strip of land varying in width, being 66.00 feet in width for the most part and having three rectangular parcels adjacent thereto, said rectangular parcels being designated on the plan hereto attached as "No. 5", "No. 16" and "98-19, 98-20", said strip of land extending from the easterly sideline of Portland Road, so-called, in Saco, Maine, to the westerly sideline of Cascade Road, so-called, in Old Orchard, Maine, containing about 30 acres and being shown upon plan marked "Land in SACO OLD ORCHARD, MAINE Boston and Maine Corporation To Biddeford & Saco Water Company J. D. Batchelder Eng'r of Design Scale Graphic March 1985" to be recorded herewith, a copy of which is hereto attached, to which reference is hereby made for a further description of the premises hereby conveyed.

By the acceptance of this deed and as part consideration therefor, grantee hereby covenants and agrees for itself, its successors and assigns, to assume any and all obligations of grantor, its successors or assigns, to maintain any and all crossings and drainage facilities which exist within said parcel.

Conveyance is hereby made subject to a permanent easement granted to New England Telephone & Telegraph Company, dated August 27, 1926.

TO HAVE AND TO HOLD the above described premises, with all the privileges and appurtenances thereto belonging to the said Biddeford & Saco Water Company, its successors and assigns, to their own use and behoof forever.

Plan  
K 40  
p 25

2.

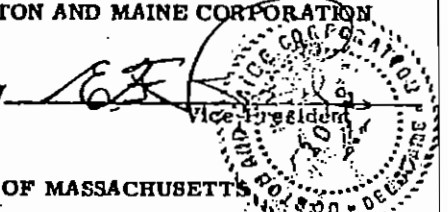
IN WITNESS WHEREOF the said Boston and Maine Corporation has caused these presents to be executed and its corporate seal to be hereto affixed by E. F. Reed, a Vice President, thereunto duly authorized, this 20<sup>th</sup> day of August in the year one thousand nine hundred and sixty-five.

BOSTON AND MAINE CORPORATION

Signed and sealed in the presence of:

*William A. Fish*

By

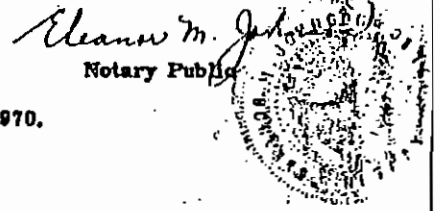


COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Boston, August 20, 1965

Then personally appeared the above named E. F. Reed, a Vice President of said Boston and Maine Corporation, and acknowledged the foregoing instrument to be the free act and deed of said Boston and Maine Corporation, before me



My Commission expires December 30, 1970.



**WARRANTY DEED**

**THAT, MICHAEL F. GLAUDE and JEANNE M. GLAUDE**, of Saco, County of Cumberland, State of Maine, for consideration paid, grants to **SILVER SPRINGS CAMPGROUND, INC.**, a Maine corporation with a principal place of business in Saco, County of York, State of Maine, whose mailing address is 705 Portland Avenue, Saco, Maine, 04072, with **WARRANTY COVENANTS**, the land in Saco, York County, Maine, described as follows:

A certain lot or parcel of land, together with the buildings and improvements thereon., situated in Saco, County of York and State of Maine, on the easterly side of the Portland Road, being bounded and described as follows:

Northerly by the Boston and Maine Railroad; easterly by land formerly of Garland; southerly by land formerly of Garland and Goose Fair Brook and westerly by said Portland Road. Said property contains 45 acres, more or less.

Meaning and intending to describe the same premises conveyed to Michael F. Glaude and Jeanne M. Glaude by Trustee's Deed from the bankrupt estate of Richard C. Guss, et al, dated June 25, 1992 and recorded in the York Registry of Deeds in Book 6149, Page 56.

The above described premises are subject to all easements and takings of record, including, but not limited to those described in the following instruments duly recorded in the York Registry of Deeds: Book 778, Page 98; Book 829, Page 59; Book 830, Page 347; Book 1184, Page 164; Book 1279, Page 389; Book 1412, Page 394; Book 2105, Page 457; Book 1703, Page 317 and Book 2291, Page 312.

**ALSO**, another certain lot or parcel of land, together with any improvements thereon, located southeasterly of, but not adjacent to, the Portland Road so-called, in the City of Saco, County of York and Maine, and being more particularly bounded and described as follows:

**BEGINNING** at a point in the centerline of Goosefare Brook, so-called, where it is intersected by the Saco and Old Orchard Beach Town Line;

**THENCE** North 52E 08' 18" East along said Town Line a distance of 1010.33 feet, more or less, to an iron pin and remaining land of Hale;

**THENCE** North 15E 45' 30" West along remaining land of Hale a distance of 53.38 feet to an iron pin;

**THENCE** North 16E 39' 47" West along said Hale land a distance of 182.53 feet to an iron pin;

MAINE R.E. TRANSFER TAX PAID

THENCE North 20E 14' 16" East along said Hale land a distance of 183.93 feet to an iron pin;

THENCE North 37E 45' 40" West along said Hale land, a distance of 75.27 feet to an iron pin and land of Glaude as described in deed recorded in the York Registry of Deeds in Book 6149, Page 56, being the first parcel hereinabove described;

THENCE South 51E 49' 24" West along said Glaude land, being the first parcel hereinabove described, a distance of 1436.24 feet, more or less, to a point in the centerline of Goosefare Brook;

THENCE southerly, southeasterly and southwesterly following the thread of said Brook a straight line distance of 425 feet, more or less, to the point of beginning. Containing 11.04 acres, more or less.

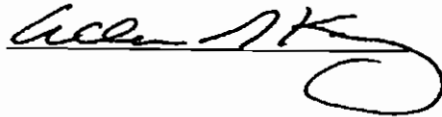
The courses are based upon the 1987 Magnetic Meridian and the description is taken from a plan entitled "Standard Boundary Survey of Property in Saco and Old Orchard Beach, Maine, Owner of Record Roland Hale", by Survey, Inc., dated November, 1993.

Meaning and intending to describe the same premises conveyed to Michael F. Glaude and Jeanne M. Glaude by deed of Roland W. Hale, et al, dated December 13, 1995 and recorded in Book 7657, Page 51 of said York Registry.

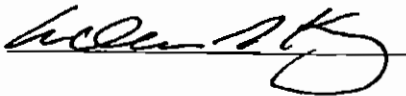
The above premises are conveyed subject to a Central Maine Power Company transmission line easement, dated April 26, 1951 and recorded in Book 1184, Page 165 of said Registry.

WITNESS our hands and seals, this 13th day of April, 2005.

Witness:



  
MICHAEL F. GLAUDE, SR.



  
JEANNE M. GLAUDE

STATE OF MAINE  
COUNTY OF YORK


April 13, 2005

Personally appeared the above-named Michael F. Glaude, Sr. and Jeanne M. Glaude and acknowledged the foregoing instrument to be their free act and deed.

E  
3p →

RETURN TO:  
SACO & BIDDEFORD SAVINGS INST.  
BOX 557  
SACO, MAINE 04072

Before me,

  
Notary Public / Attorney at Law  
William S. King

END OF DOCUMENT

E

MAINE R.E. TRANSFER TAX PRO

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that **LORD HOSPITALITY INC.**, a Maine Corporation for consideration paid hereby grants to **A & N, LLC**, a Maine Limited Liability Company with a mailing address of 362 Rindge Avenue, Cambridge, Massachusetts 02139, with **WARRANTY COVENANTS**, the premises situated in the City of Saco, County of York and State of Maine, bounded and described as follows:

*SEE EXHIBIT "A" ATTACHED HERETO  
AND INCORPORATED HEREIN BY REFERENCE.*

**IN WITNESS WHEREOF**, Vijaya K. Yeety in his capacity as President of Lord Hospitality Inc. has executed this instrument as of this 11th day of July, 2006.

\_\_\_\_\_  
Witness

**LORD HOSPITALITY INC.**  
\_\_\_\_\_  
By: Vijaya K. Yeety  
Its: President, Duly Authorized

STATE OF MAINE  
YORK, ss.

July 11, 2006

Then personally appeared the above-named Vijaya K. Yeety in aforesaid capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Lord Hospitality Inc. Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

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**STEPHEN Y. HOODSON**  
Notary Public  
Maine  
My Commission Expires December 24, 2012

E-399 → A & N, LLC, 362 Rindge Road, Cambridge, MA 02139



Also, another certain lot or parcel of land situated in said Saco, bounded and described as follows:

Beginning on remaining land of the Boston and Maine Railroad and on the westerly side line of Portland Street, so-called, at a point thirty-nine and ninety hundredths (39.90') feet southeasterly from Station 5075 - 36.07 on the center line of location of the abandoned track route of the Portland Division of said railroad; thence running North 77° 31' 30" West by said remaining land of said Railroad, one hundred seventy-two and twenty-six hundredths (172.26') feet to land, now or formerly, of J. Smith; thence turning and running by said last mentioned land on three (3) courses as follows: North 34° 27' 30" East fifty and thirty-two hundredths (50.32') feet, North 55° 32' 30" West, twenty (20') feet and North 34° 27' 30" East two hundred twenty-seven and seventy-seven hundredths (227.77') feet to said Portland Street; thence turning and running South 05° 39' 30" East by said Portland Street two hundred seventy-nine and fifteen hundredths (279.15') feet to the point of beginning, being all of said measurements, more or less, said parcel containing about twenty-four thousand six hundred fourteen (24,614) square feet, and being shown upon plan marked "Land in Saco, Me. Boston and Maine Railroad to J. Richmond Lord J. F. Kerwin, Eng'r. of Design, June, 1957," to which reference is hereby made for a further description of the premises hereby conveyed.

Excepting from this conveyance a line of towers and/or poles, as the case may be, and wires and cables strung upon and from same and appurtenances upon, over and across said parcel for transmission of electric current.

This conveyance is made subject to an Indenture made by and between the Boston and Maine Railroad and Central Maine Power Company dated June 23, 1952 and covering the permanent right and easement, to install, operate, replace, repair, remove and patrol transmission lines and their appurtenances upon, over and across a portion of said parcel.

Excepting and reserving from the above-described property a triangular parcel conveyed by Eleanor M. Wade to Portland Gas Light Company on November 29, 1965 by deed recorded in York County Registry of Deeds in Book 1692, Page 470.

Being the same premises conveyed to Lord Hospitality Inc. by Warranty Deed from Little Harvard, Inc. dated June 24, 2003 and recorded in the York County Registry of Deeds in Book 13075, Page 104.

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**END OF DOCUMENT**

9.1

personally known, who, being by me duly sworn, did depose and say that they reside in Milton, Massachusetts, and Newton Highlands, Massachusetts, respectively; that they are the Vice-President and the Secretary respectively, of the State Street Trust Company, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that they signed their names thereto by like order; and they severally acknowledged said instrument to be the free act and deed of the said State Street Trust Company.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal.

77° 31' 30" East by said land of said Railroad ninety-five and eleven hundredths (95.11) feet to said Portland Road; thence turning and running South 5° 39' 30" East by said Portland Road one hundred forty-two and five hundredths (142.05) feet to the point of beginning, be all of said measurements more or less, said parcel containing about eighteen thousand, four hundred sixteen (18,416) square feet and being shown as Parcel #1 on plan hereinafter referred to.

Second: Beginning on the Easterly side of Portland Road at a point thirty-three (33) feet Southeasterly from and measured at right angles to Station 5076/30.02 on the center line of location of the abandoned Portland Division, main line of the Boston and Maine Railroad; thence running North 5° 39' 30" West by said Portland Road fifty-two and sixty-one hundredths (52.61) feet to remaining land of the Boston and Maine Railroad; thence turning and running South 77° 31' 30" East by said land of said Railroad forty-five and ninety-seven hundredths (45.97) feet; thence turning and running South 43° 08' 30" West fifty-eight and ten hundredths (58.10) feet to the point of beginning, be all of said measurements more or less, said parcel containing about one thousand, one hundred forty-nine (1,149) square feet and being shown as Parcel #2 on plan marked "Easements in Saco, Maine Boston and Maine Railroad - To - Central Maine Power Company J. P. Cronin, Engr. of Design Feb. 1952", to be recorded herewith, a copy of which is hereto attached, to which reference is hereby made for a further description of the easements hereby conveyed, together with the right and easement to trim and remove such trees and underbrush on said parcels of land and on adjoining land of the Railroad as may interfere with or endanger said pole and wire line or lines.

It is agreed that the transmission line and its appurtenances which may be erected by the grantee, its successors and assigns, in accordance with the foregoing grant shall remain the property of the grantee, its successors and assigns, who shall pay all taxes assessed thereon.

Said Boston and Maine Railroad hereby reserves for itself, its successors and assigns, the right to use those portions of its property over which said easements are granted for all purposes not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the above described easements, with all the privileges and appurtenances thereto belonging, to the said Central Maine Power Company, its successors and assigns, to their own use and behoof forever, subject however to the following conditions:

1. Before any work connected with the installation, erection, operation, renewal or removal of said transmission line and appurtenances is undertaken

within or over the premises of the Railroad, the grantee, its successors and assigns, shall give due notice in writing to the Chief Engineer of the Railroad, except in cases of emergency, and all such work in connection therewith shall be done under the supervision of and in a manner satisfactory to said Chief Engineer.

2. The grantee, its successors and assigns, shall make at its or their own expense any changes in the location of said transmission line and appurtenances which may from time to time be demanded by the Railroad.

3. The grantee, for itself, its successors and assigns, hereby covenants and agrees to indemnify and save harmless the Railroad, its successors or assigns and its officers, agents and servants from and against any and all loss, cost, damage or expense and against any and all claims or suits for property damage, personal injury or death caused by the existence, installation, maintenance, repair, renewal, change, relocation, removal or use of said transmission line and appurtenances when not caused solely by the negligence of the Railroad, its agents or servants, except that if such loss, injury or damage shall be caused by the joint or concurring negligence of both parties hereto, it shall be borne

18,416 square feet and about 1,149 square feet, and being shown upon a print herewith submitted entitled 'Easements in Saco, Maine Boston and Maine Railroad - To - Central Maine Power Company J. P. Cronin. Engr. of Design Feb. 1952', together with the right and easement to trim and remove such trees and underbrush on said parcels of land and on adjoining land of the Railroad as may interfere with or endanger said pole and wire line or lines; and the President, or any Vice President of this Company, is hereby authorized, in its name and behalf, to execute, acknowledge and deliver a deed of the same."

Attest: Wm. J. Burns Clerk. (Corporate Seal)

Recorded according to the original received July 16, 1952 at 10h. A.M.

#### NOTICE OF FORECLOSURE

WHEREAS, Francis Owens and Angie Owens, both formerly of Framingham Center in the County of Middlesex and Commonwealth of Massachusetts by their mortgage deed dated August 22, 1950, and recorded in the York County Registry of Deeds in Book 1168, Page 243, conveyed to BIDDEFORD SAVINGS BANK, a corporation established by law at Biddeford, in the County of York and State of Maine and having its principal place of business in said Biddeford, a certain - or parcel of land, with the buildings thereon, situated in Saco and bounded and described as follows:

"a certain lot or parcel of land with the buildings thereon situated in Saco in said County of York, on the northwesterly side of Roebuck Avenue and being lots numbered sixty-five (65) and sixty-six (66) on Plan of Northeast Park, drawn by R. W. Libby and recorded in York County Registry of Deeds, Plan Book 8, Page 11, said lots together have a frontage of fifty (50) feet on said Roebuck Avenue and a depth of one hundred (100) feet. Reference is hereby made to said plan and the record thereof for a more particular description of the premises hereby conveyed."

AND WHEREAS, the condition of said mortgage has been broken, NOW THEREFORE, by reason of the breach of the condition thereof, the said BIDDEFORD SAVINGS BANK claims a foreclosure of said mortgage.

Dated at Biddeford, Maine, this sixteenth day of June, A.D. 1952.

BIDDEFORD SAVINGS BANK  
By Wayne B. Hutchins, its Treasurer,  
thereunto duly authorized

6-20

State of Maine

County of York, ss. Registry of Deeds, Alfred, July 16, 1952.

The above is a true copy of a printed notice, which was published three weeks successively in the Kennebunk Star, a public newspaper published and

Know all Men by these Presents, That

RT 1  
RR CROSSING

Book 1184

I.R.S.  
One  
Dollar  
and  
Sixty  
Five  
Cents

We, GEORGE GAGNON and ROSE YVETTE GAGNON, both of Saco in the County of York and State of Maine

In consideration of One Dollar (\$) and other valuable considerations paid by CENTRAL MAINE POWER COMPANY, 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 the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

Central Maine Power Company, its successors and assigns forever,

The right perpetually to enter at any and all times upon a strip of land one hundred thirty-five (135) feet in width, situated in Saco in the County of York and State of Maine, being part of the premises conveyed to us by Thomas R. Brennan et al by deed dated July 30, 1945, and recorded in York County Registry of Deeds in Book 1052, Page 11, to which deed reference is hereby made for a more particular description of said premises; said strip being one hundred thirty-five (135) feet in width and lying equally, namely sixty-seven and five tenths (67.5) feet, on either side of the following described center line and its projection at both ends:

Beginning at a stake set in the easterly side line of the Portland Road, said stake being southerly ninety-six (96) feet, more or less, along said sideline from a stake set in the fence on the dividing line between our land and land of the Boston & Maine Railroad Eastern Division location; thence S 61° 52' E seventy-four (74) feet, more or less, to a stake and angle; thence N 58° 45' E five hundred thirteen (513) feet, more or less, to a stake and angle; thence S 8° 13' E five hundred eighty (580) feet, more or less, to a stake set in the fence between our land and land of Walter D. Mazzacane et al, said last named stake being southwest-erly about two thousand fifty-six (2056) feet along said last dividing line from a stake set in a fence at the northeasterly corner of our said land.

and to erect, construct and maintain on and over said one hundred thirty-five (135) foot strip power lines consisting of poles with wires attached thereto for the transmission of electricity and intelligence and with all necessary foundations, fixtures, anchors, guys, braces, cables, wires and other appurtenances, and to maintain, repair, respace, replace and remove said power lines, to stretch wires and convey electricity and intelligence through said wires for all purposes of the Grantee, its successors and assigns, and with the right at all times to trim and cut down trees, timber, and bushes growing on said one hundred thirty-five (135) foot strip and to trim and cut down such tall trees growing outside the limits of said strip, which in falling would in the judgment of the Grantee, its successors and assigns, interfere with the safe and efficient operation of said lines, together with the right to enter upon said strip at all times for any or all of the foregoing purposes; reserving to the Grantors, their heirs and assigns, the right to use said strip for such purposes only as do not conflict with or infringe upon said use of said strip by the Grantee, its successors and assigns, for the purposes above mentioned, provided that the Grantors, their heirs and assigns, shall not erect or maintain any structure of any kind on said strip.

Us Have and in Hold, the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said

Central Maine Power Company, its successors

heirs and assigns, to its and their use and behoof forever. And we do covenant with the said Grantee, its successors

heirs and assigns, that we are lawfully seized in fee 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

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

In Witness Whereof, we the said George Gagnon and Rose Yvette Gagnon, being husband and wife, each joining in this deed as grantor and each relinquishing and conveying our respective right by descent and all other rights in the above described premises, have herunto set

our hand and seals this 25th day of April in the year of our Lord one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered in presence of

Earle L. Mitchell

George Gagnon (seal)

To both

Rose Yvette Gagnon (seal)

State of Maine, YORK, ss. April 25th 1951. the above named George Gagnon

Personally appeared

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

Before me, Earle L. Mitchell Justice of the Peace.

Know all Men by these Presents That BIDDEFORD SAVINGS BANK a Corporation organized and existing under the laws of the State of Maine and located at Biddeford in the County of York and State of Maine in consideration of One Dollar (\$1) and other valuable considerations paid by CENTRAL MAINE POWER COMPANY, 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 the receipt whereof it does hereby acknowledge, 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 right perpetually to enter at any and all times upon a strip of land one hundred thirty-five (135) feet in width, situated in Saco in the County of York and State of Maine, being part of the premises conveyed to George Gagnon et al by Thomas R. Brennan et al by deed dated July 30, 1945, and recorded in York County Registry of Deeds in Book 1052, Page 11, to which deed reference is hereby made for a more particular description of said premises; said strip being one hundred thirty-five (135) feet in width and lying equally, namely sixty-seven and five tenths (67.5) feet, on either side of the following described center line and its projection at both ends:

Beginning at a stake set in the easterly side line of the Portland Road, said stake being southerly ninety-six (96) feet, more or less, along said side line from a stake set in the fence on the dividing line between land of George Gagnon et al and land of the Boston & Maine Railroad Eastern Division location; thence S 61° 52' E seventy-four (74) feet, more or less, to a stake and angle; thence N 58° 45' E five hundred thirteen (513) feet, more or less, to a stake and angle; thence S 8° 13' E five hundred eighty (580) feet, more or less, to a stake set in the fence between land of said Gagnon and land of Walter D. Mazzacane et al, said last named stake being southwesterly about two thousand fifty-six (2056) feet along said last dividing line from a stake set in a fence at the northeasterly corner of said Gagnon land.

and to erect, construct and maintain on and over said one hundred thirty-five (135) foot strip power lines consisting of poles with wires attached thereto for the transmission of electricity and intelligence and with all necessary foundations, fixtures, anchors, guys, braces, cables, wires and other appurtenances, and to maintain, repair, respace, replace and remove said power lines, to stretch wires and convey electricity and intelligence through said wires for all purposes of the Grantee, its successors and assigns, and with the right at all times to trim and cut down trees, timber and bushes growing on said one hundred thirty-five (135) foot strip and to trim and cut down such tall trees growing outside the limits of said strip, which in falling would in the judgment

of the Grantee, its successors and assigns, interfere with the safe and efficient operation of said lines, together with the right to enter upon said strip at all times for any or all of the foregoing purposes; reserving to the Grantor, its successors and assigns, the right to use said strip for such purposes only as do not conflict with or infringe upon said use of said strip by the Grantee, its successors and assigns, for the purposes above mentioned, provided that the Grantor, its successors and assigns, shall not erect or maintain any structure of any kind on said strip.

This deed is given for the purpose of releasing the above described pole rights and no other from the operation of two mortgages given by George and Rose Yvette Gagnon to Biddeford Savings Bank, one dated July 30, 1945, and recorded in said Registry in Book 1022, Page 379, and one dated January 16, 1950, and recorded in said Registry, Book 1153, Page 541.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to it the said Central Maine Power Company, its successors and Assigns forever.

In Witness Whereof, the said Biddeford Savings Bank has caused this instrument to be sealed with its corporate seal and signed in its corporate name by William D. Deans, its Assistant Treasurer, thereunto duly authorized, this 18th day of April in the year one thousand nine hundred and fifty-one.

Signed, Sealed and Delivered  
in presence of

Wayne B. Hutchins

BIDDEFORD SAVINGS BANK  
(Corporate Seal)  
By William D. Deans  
ASST. TREASURER

State of Maine,  
YORK st. April 18, 1951. Personally appeared the above named William D. Deans Asst. 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.

Before me Wayne B. Hutchins Notary Public (L.S.)  
Notary Public for the State of Maine  
My Commission Expires June 19, 1953

Recorded according to the original received May 7, 1951 at 8h. 10m. A.M.

STATE OF MAINE

York, SS.

Superior Court.

Clerk's Office.  
No. 1446

May 5th., A.D. 1951.

I, Albert W. Emmons, Clerk of the Superior Court within and for the County of York in the State of Maine, hereby certify that there has this day been filed in this office a bill of complaint in equity, the date of which is May 4th, A.D.



I.R.S. §8.25

BOOK 1687 PAGE 55

15 Oct 1900  
from ...  
mills RD, 000  
to Eliot  
...  
m. ...  
...

KNOW ALL MEN BY THESE PRESENTS, that this INDENTURE, executed in two counterparts, each of which may be considered the original.

WITNESSETH THAT,

WHEREAS CENTRAL MAINE POWER COMPANY is the owner of the fee of certain portions of the property which PORTLAND GAS LIGHT COMPANY proposes to utilize for its gas line or lines from Eliot in York County to Portland in Cumberland County; and



WHEREAS CENTRAL MAINE POWER COMPANY is the owner of easements across certain other portions of said property from the owners of which PORTLAND GAS LIGHT COMPANY has obtained and is obtaining easements subject to prior rights of CENTRAL MAINE POWER COMPANY; and



WHEREAS PORTLAND GAS LIGHT COMPANY has purchased the fee to certain portions of the abandoned Boston and Maine Railroad Eastern Division location;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration by each to the other paid the parties hereto agree:



1. CENTRAL MAINE POWER COMPANY grants to PORTLAND GAS LIGHT COMPANY the perpetual right and easement to enter upon that land in York County hereinafter described which it owns and assents to so much of easements granted by fee owners of land over which CENTRAL MAINE POWER COMPANY has the prior easement as shall be in conformity hereto as to other land hereinafter described, with men, vehicles and mechanical appliances, to construct and install under the surface of the same, maintain, operate, alter, repair, rebuild, inspect, replace, in the same or different size, operate, patrol and remove its pipeline for the purpose of transporting and to transport natural and artificial gas, together with all necessary fixtures and equipment and appurtenances, over and across said land, and to use, in such manner as will not interfere with the prior rights of CENTRAL MAINE POWER COMPANY, adjacent land at times of and for the purposes appurtenant to said construction, repair or maintenance.



2. CENTRAL MAINE POWER COMPANY reserves the right to delineate the precise location of any excavation or pipe laying which might in the opinion of its engineers affect the poles or guys of its pole line, and to require at no cost to Central Maine Power Co. PORTLAND GAS LIGHT COMPANY to relocate such pipeline if in the opinion of such engineers CENTRAL MAINE POWER COMPANY must utilize such location, which right shall not be unreasonably exercised.

3. PORTLAND GAS LIGHT COMPANY agrees to permit CENTRAL MAINE POWER COMPANY to use those portions of the abandoned Boston and Maine Railroad location which it owns in fee for erection and maintenance of its electric transmission lines in such fashion that they will not interfere with gas transmission lines which may be on or beneath the ground surface, as the electric transmission lines are now located, and to assent to subordinate easements or permits for pole line use across any lands over which it has a prior easement.

4. PORTLAND GAS LIGHT COMPANY agrees to use due care in its use of said easements, to conform to directives of CENTRAL MAINE POWER COMPANY particularly with respect to poles and guys, and, to comply with reasonable promptness to request of CENTRAL MAINE POWER COMPANY for relocation of the gas line or lines

5. PORTLAND GAS LIGHT COMPANY will not violate the provisions of the National Electrical Safety Code in its use and operations on the land and easements of CENTRAL MAINE POWER COMPANY.

6. PORTLAND GAS LIGHT COMPANY will indemnify and save harmless CENTRAL MAINE POWER COMPANY from any and all claims of every nature which may arise out of its use of and operations on said land and easements of CENTRAL MAINE POWER COMPANY, excepting, however, any claims resulting from the negligence of CENTRAL MAINE POWER COMPANY, its agents, servants, and employees.

7. PORTLAND GAS LIGHT COMPANY agrees to pay CENTRAL MAINE POWER COMPANY for maintenance of the right of way occupied by its gas pipeline the sum of TWENTY-FIVE (\$25.00) on the date of execution of this agreement and in advance on each anniversary date so long as this agreement remains in full force and effect. Provided, however, said annual payment shall be reduced proportion-

The premises owned by the Grantor in fee or over which it has easements and through which said pipeline is to be placed are more particularly described as follows:

A. In the Town of Old Orchard Beach, a strip of land fifteen (15) feet in width contiguous to and northwesterly of the southeasterly sideline of the abandoned Boston and Maine Railroad location from the Town of Scarborough line southwestwardly across the Milliken Mills Road and the Old Cascade Road to the Cascade Road currently designated Route #98. Provided, however, that at railroad mile post B-98, P-10 the said pipe shall be not more than one (1) foot distant from said southeasterly sideline. Reference is made to Indenture by and between Boston and Maine Railroad and Central Maine Power Company dated March 29, 1960 and recorded in the York County Registry of Deeds in Book 1426, Page 118.

15' cont.

at 1/2 mile from  
pipe at least  
from sideline

B. In the City of Saco, along the said abandoned railroad location on either side of the highway from Saco to Portland currently designated U. S. Route No. 1, the fee on the westerly side of said highway being owned now or formerly by J. Richmond Lord et al and on the easterly side now or formerly by Biddeford and Saco Water Company.

C. In the City of Biddeford fifteen (15) feet in width contiguous to and southeasterly of the northwesterly sideline of the abandoned Boston and Maine Railroad location from the northeasterly end of the portion conveyed to the State of Maine by deed of Boston and Maine Railroad dated June 30, 1950 and recorded in the York County Registry of Deeds in Book 1155, Page 527, southwestwardly to the Alfred Road; thence southwestwardly to the southerly boundary of said parcel so conveyed to the State of Maine (reference is made to the Easement Deed from State of Maine to Central Maine Power Company dated January 22, 1953 and recorded in said Registry of Deeds in Book 1228, Page 407) and continuing thence to land now or formerly of said Boston and Maine Railroad (reference is made to Easement Deed from said Railroad Company dated April 6, 1960 and recorded in said Registry of Deeds in Book 1425, Page 268.

D. In the Town of North Berwick, near the Quaker Hill Substation of the Grantor, a fifteen (15) foot strip of land contiguous to and northwesterly of

the center line of the abandoned Boston and Maine Railroad location conveyed to Central Maine Power Company by deed of Boston and Maine Railroad dated August 18, 1961 and recorded in the York County Registry of Deeds in Book 1476, Page 121.



E. In the Town of South Berwick a fifteen (15) foot strip of land contiguous to the northwesterly sideline of the Quaker Hill - Kittery 115 K.V. line beginning at the northerly line of land formerly of Eva M. Knight and more recently purchased from Vivian Knight Butler approximately two thousand two hundred (2,200) feet southwesterly of the Steve Harvey Road, and running southwesterly maintaining the width of fifteen (15) feet (except that between the point where the Grantor's property widens near pole location #22 and a point one hundred (100) feet southwesterly thereof said easement shall exceed fifteen (15) feet to permit a gradual bend in the pipeline or lines, and further providing that the pipeline or lines shall in any event remain such distance from the guying for pole #27 as may be required by Grantor) to the southerly sideline of the Knights Pond Road sometimes called Poor House Road.

Reverted to CMP non-use

F. In the Town of South Berwick fifteen (15) feet in width southeasterly from and contiguous to the northwesterly sideline of the abandoned Boston and Maine Railroad location conveyed to this Grantor by deed of Boston and Maine Corporation dated May 18, 1965 and recorded in the York County Registry of Deeds in Book 1658, Page 233, beginning at the Great Works River and extending southwesterly past mile post "P 40 B68" to a point seven hundred

Seven 20' street width

(700) feet southwesterly of said mile post measured along a line parallel to the center line of the Quaker Hill - Kittery 115 K.V. line; from said point said easement shall be ten (10) feet in width along the southeasterly side of the northwesterly sideline of the strip or strips recently purchased or to be purchased for a distance of approximately two thousand one hundred ten (2,110) feet; from vicinity of pole #72 resuming fifteen (15) feet in width southwesterly to the line of land of Juliette Worster near pole #102; thence of sufficient width to permit ten (10) degree bend westward to resume a width of fifteen (15) feet measured southeasterly from the northwesterly sideline of the first easement described in the deed from Juliette Worster to Central Maine Power Company dated June 21, 1965 and recorded in the said Registry in

15' width

Book 1661, Page 396; thence southwesterly to line of land now or formerly of Sherman H. Jones.

The covenants contained herein on the part of PORTLAND GAS LIGHT COMPANY shall be binding on it, its successors and assigns.

TO HAVE AND TO HOLD, the above described to it, the said PORTLAND GAS LIGHT COMPANY, its successors and assigns, to its and their own use and behoof.

IN WITNESS WHEREOF, the parties hereto have caused their respective names and seals to be affixed by their duly authorized officers to Two Counterparts, each of which may be considered the original, as of this 15<sup>th</sup> day of October, A. D. 1965

WITNESS:

CENTRAL MAINE POWER COMPANY

*G. H. Bernage*

By *W. H. Dunham*  
Its President

*Casper F. Cowan*

PORTLAND GAS LIGHT COMPANY  
By *Louis Drogin*  
Its Vice President

State of Maine  
Kennebec, ss.

~~xxxxxxx~~ 1965.  
November 2,

Personally appeared the above named W. H. Dunham to me known to be President of Central Maine Power Company and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Central Maine Power Company.

Before me,

*Gerald H. Bernage*  
Justice of the Peace  
~~Notary Public~~

State of Maine  
Cumberland, ss.

October 14 1965.

Personally appeared the above named Louis Drogin to me known to be Vice President of Portland Gas Light Company and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Portland Gas Light Company.

Before me,

*Casper F. Cowan*  
Justice of the Peace  
~~Notary Public~~

York, ss.  
Received NOV 5. 1965 at 9 h 40 a. M.  
and recorded from the original.

AGREEMENT OF EASEMENT AND INDENTURE

THIS INDENTURE made by and between Biddeford and Saco Water Company and Portland Gas Light Company, both Corporations organized and existing under the laws of the State of Maine, the first having its place of business at Biddeford in the County of York, and the second having its place of business at Portland, in the County of Cumberland, all in said State of Maine,

WITNESSETH, THAT, Biddeford and Saco Water Company, hereinafter sometimes called SELLER, in consideration of SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$7500.00) paid by Portland Gas Light Company, hereinafter sometimes called BUYER, the receipt whereof is hereby acknowledged, does hereby sell and convey unto the said Portland Gas Light Company, its successors and assigns, forever, the perpetual right and easement to enter upon Seller's land, hereinafter described, with men, vehicles and mechanical appliances, to construct and install under the surface of the same, maintain, operate, alter, repair, rebuild, inspect, replace, in the same or different size, operate, patrol and remove a main or mains, conduit or conduits, or pipeline or pipelines for the purpose of transporting and to transport natural and artificial gas, together with all necessary fixtures and equipment and appurtenances, over and across Seller's land located in the City of Saco and the Town of Old Orchard Beach, all in the County of York and State of Maine. The location of the land over which said easement is granted is more particularly bounded and described as follows:

A strip of land fifteen (15) feet in width along the abandoned railroad location of the Boston and Maine Railroad Eastern Division conveyed to the Seller by deed of said Boston and Maine Corporation dated August 20, 1965, recorded in the York County Registry of Deeds in Book 1676, Page 307, extending from the road between Saco and Portland currently designated U. S. Rt. #1 and the Cascade Road currently designated State Highway #98.

The northwesterly side line of said strip of land shall be located fifteen (15) feet southeasterly from the center line of said abandoned railroad location except that at the fills across gullies the pipe or pipes may be laid nearer to said center line in accordance with designation by the engineer of Biddeford and Saco Water Company.

See a blank copy  
to compare with this  
7 10 69 7 40 8

15' w. side of  
betw Rte 1 & Cascade Rd

location. Charles,



The foregoing easement is further granted together with the right to be enjoyed in common with said Biddeford and Saco Water Company and its Successors and Assigns, to use as a road way the raised portion of said abandoned railroad location and to pass between said aforementioned easement and such road way throughout its length. Subject always to the right in said Biddeford and Saco Water Company to lay, maintain, remove and repair its pipe line or lines which shall in part be laid under the said raised portion of said abandoned railroad location.

It is covenanted and agreed by and between the Grantor and Grantee herein that neither will erect or maintain any building upon said raised portion or road way which will interfere with passage by either.

no building erected here that interferes by access

Said Grantee shall have the right to clear the fifteen (15) foot easement hereinabove granted from all trees, timber and bushes and shall have the same right in common with the Grantor with respect to the raised portion of said railroad location which is to be used as a road way.

In consideration of these premises, it is covenanted and agreed by the Grantee herein and shall be binding upon its Successors and Assigns that:

1. Any and all main or mains, conduit or conduits, pipeline or pipelines installed over and upon said easement shall be buried so that the top portions thereof shall be at least two (2) feet below grade and further following the laying of such lines that the surface of the ground over the same shall be rough graded.

top of pipe min 2' cover

2. The said Biddeford and Saco Water Company shall have the right and privilege wherever the same shall be necessary for its purposes to extend branch lines across the easement granted to said Portland Gas Light Company with such branch line shall be installed beneath the line or lines of said Portland Gas Light Company and sufficiently below them to comply with all reasonable engineering requirements.

right to install water lines beneath gas lines

3. Said Grantee further covenants and agrees that whereas the Grantor is liable under its deed from Boston and Maine Corporation to maintain all culverts under the abandoned railroad location covered by its deed and this easement, NOW, THEREFORE, said Portland Gas Light Company shall assume full responsibility for the maintenance of those portions of such culverts as lie beneath the easement herein granted.

gas co to maintain culverts beneath easement

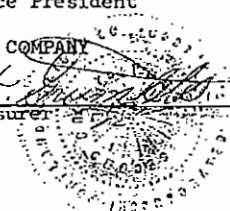
EX-1887 ME 62

This agreement of Easement and Indenture shall be binding upon and inure to the benefit of said Biddeford and Saco Water Company and said Portland Gas Light Company and their respective Successors and Assigns.

IN WITNESS WHEREOF, said Biddeford and Saco Water Company has caused this instrument to be sealed with its corporate seal and to be signed in its name and behalf by Harry M. Wooster, its Vice President, hereunto duly authorized and said Portland Gas Light Company has caused this instrument to be sealed with its corporate seal and to be signed in its name and behalf by James D. Grumbles, its Treasurer, hereunto duly authorized this second day of November A.D. 1965.

Signed, Sealed and Delivered in Presence of

<u>Louis Dregin</u>	BIDDEFORD AND SACO WATER COMPANY By: <u>Harry M. Wooster</u> Its Vice President
<u>Casper F. Cowan</u>	PORTLAND GAS LIGHT COMPANY By: <u>James D. Grumbles</u> Its Treasurer



STATE OF MAINE

County of York, ss

November 2 1965

Personally appeared the above named Harry M. Wooster, Vice President of Biddeford and Saco Water Company, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of said Corporation.

Before me,

Casper F. Cowan  
Justice of the Peace  
~~Notary Public~~

STATE OF MAINE

County of Cumberland, ss

November 2 1965

Personally appeared the above named James D. Grumbles, Treasurer of Portland Gas Light Company, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of said Corporation.

Before me,

Casper F. Cowan  
Justice of the Peace  
~~Notary Public~~

1965 at 9h40m. A.M.  
on the original.

EX-1887 ME 62



## Trail Easement

Biddeford and Saco Water Company ("Grantor"), a corporation duly established by law, in consideration of one dollar and other valuable consideration, hereby grants without covenants of any kind to Eastern Trail Alliance ("Holder"), a duly established Maine nonprofit corporation, for the purpose of establishing a trail for public recreational use without charge, a trail easement running through Grantor's property in the City of Saco and the Town of Old Orchard Beach described as follows:

That certain strip of land, varying in width, but being 66 feet in width for the most part situated partly in the City of Saco, Maine, and partly in the Town of Old Orchard Beach, Maine, running from the easterly sideline of U.S. Route 1 in Saco to the westerly sideline of the Cascade Road in Old Orchard Beach, now generally known as a portion of the abandoned Boston & Maine Railroad right of way and shown on the plan attached to the deed hereinafter referenced, being a portion of the premises conveyed to Grantor by Boston and Maine Corporation by deed dated August 20, 1965, recorded in the York County Registry of Deeds in Book 1676, Page 307, excluding therefrom that portion described in said deed as "certain rectangular parcels adjacent thereto" being Parcels 5, 16, 96-19, and 96-20 as shown on the plan attached to said deed.

This easement gives Holder the right to construct, maintain, repair, replace and relocate within Grantor's property described above a paved or unpaved trail up to 12 feet in width together with boardwalks, bridges, railings, retaining walls, signage and other similar appurtenances (the "Trail") for use by pedestrians, bicyclists, rollerbladers, equestrians, cross-country skiers and other non-motorized modes of travel which may now exist or arise in the future (except that motorized wheelchairs for the disabled shall be permitted),

## **Trail Easement**

together with the right of holder within Grantor's property to periodically trim trees and to remove dead, diseased or fallen trees (including "leaners") and to selectively clear undergrowth and make plantings to (1) prevent erosion, (2) provide scenic views, and (3) provide for public safety, all in accordance with good forestry and landscaping management practices.

It is understood that the easement herein granted is not exclusive, and that the primary use which Grantor makes of its property is commercial and non-recreational. Therefore, the use herein granted is subject to such rules which Grantor (or Holder) may adopt from time to time in the interest of public safety or to protect the primary use of the property; and furthermore, Grantor excepts and reserves the right from time to time to relocate portions of the Trail to a reasonable alternative location as may be necessary for public safety or to address Grantor's operational needs.

Holder by acceptance of this trail easement covenants and agrees as follows:

1. That there shall be no location of the Trail without the prior approval of Grantor, and no soil excavation unless a person authorized by Grantor is present and overseeing the activity. Holder acknowledges that excavation in close proximity to Grantor's water line, or to the gas transmission line which runs through Grantor's property by virtue of an easement prior to this easement, is prohibited.
2. To place signage at suitable intervals along the Trail prohibiting hunting, smoking, camping, alcohol consumption, fires and motorized vehicles (except for

## Trail Easement

motorized wheelchairs for the disabled), and limiting use of the Trail to daylight hours.

3. To work with community groups, municipalities and other appropriate organizations to encourage responsible use of the Trail and adequate Trail maintenance. Holder agrees to be responsible for the maintenance and clean up of the trail.

4. To secure, maintain and provide evidence to Grantor of adequate general liability insurance covering matters arising from Trail use, naming Grantor as a co-insured. Holder acknowledges that Grantor makes no assurances that the easement area is safe for its intended purposes, and that Grantor assumes no responsibility of liability for any injury to any person or property incurred as a result of the use of the Trail. Holder agrees to indemnify and hold Grantor harmless from and against any and all claims, demands, and actions resulting from the use of the Trail by any persons, including injury to persons and/or property.

Grantor agrees that Holder shall have the right, with Grantor's prior written consent, which shall not be unreasonably withheld or conditioned, to assign its rights and obligations under this trail easement in whole or in part or conditionally to other non-profit or governmental entities committed to the establishment of the Trail.

To have and to hold the said trail easement and all rights granted hereunder to the said Holder and its successors and assigns forever.

# Trail Easement

IN WITNESS WHEREOF, Grantor and Holder have caused this trail easement to be executed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

Biddeford and Saco Water Company

Witness:

\_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Eastern Trail Alliance

Witness:

\_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Trail Easement**

State of Maine

County of York, SS.

February 15, 1999 2000

Personally appeared the above named \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_ and  
\_\_\_\_\_ of \_\_\_\_\_;

each 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 corporation.

Before me,

\_\_\_\_\_  
Notary Public

5 pgs → Charles Sexton  
8 Drew Rd.  
S. Portland, ME  
04106

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **PARK NORTH DEVELOPMENT, LLC**, whose mailing address is 1022 Portland Road, Saco, Maine 04072 for and in consideration of one dollar and other valuable consideration paid, releases unto **EASTERN TRAIL MANAGEMENT DISTRICT**, whose mailing address is 300 Main Street, Saco, Maine 04072, a certain lot or parcel of land in Old Orchard Beach, County of York and State of Maine more particularly described on Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said Park North Development, LLC, has caused this instrument to signed by R. Elliott Chamberlain, its authorized member, this 8 day of August, 2008.

Signed, Sealed and Delivered  
in the presence of:

*Maggie Edwards*

PARK NORTH DEVELOPMENT, LLC

By: *R Elliott Chamberlain*  
R. Elliott Chamberlain  
Authorized Member

State of Maine  
Cumberland, ss.

August 8, 2008

Personally appeared the above-named R. Elliott Chamberlain, duly authorized Member of Park North Development, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Before me,

*Karen Audie*  
Notary Public/Attorney at Law

*Karen Audie*  
Printed Name

**KAREN AUDIE**  
Notary Public, Maine  
My Commission Expires May 8, 2009

SEAL

No R.E. Transfer Tax Paid

Poor Copy At Time Of Recording

4/24 → Tim Murphy  
37 Beach St.  
Saco, Maine  
04072

**Exhibit A**

**Parcel of Land  
in Old Orchard Beach  
Between Cascade Road and Old Cascade Road**

A certain lot or parcel of land situated on the northeasterly side of Cascade Road, southeasterly of the Saco - Old Orchard Beach Town Line and southwesterly of Old Cascade Road, in the Town of Old Orchard Beach, County of York, and State of Maine, being further bounded and described as follows:

Beginning at the northeasterly sideline of Cascade Road as redefined by the Maine Department of Transportation in 1947 (reference MDOT File 16-73) on the Town of Old Orchard and City of Saco Municipal line;

Thence N 35°-36'-53" E along the Municipal line, a distance of 220.54 feet to the southwesterly sideline of Old Cascade Road as defined by MDOT in 1935 (reference File 16-31);

Thence southeasterly along the southwesterly sideline of Old Cascade Road approximately 400 feet to land now or formerly of Laura Galt as described in YCRD Deed Book 15048, Page 471;

Thence southwesterly along land of Galt a distance of approximately 240 feet to the northeasterly sideline of Cascade Road;

Thence northwesterly along the northeasterly sideline of Cascade Road, a distance of approximately 360 feet to the Point of Beginning;

Meaning and intending to describe that portion of land that Park North Development, LLC may own between Cascade Road and Old Cascade Road within Old Orchard Beach believed to be approximately 2 acres. The description does not include any land located in the City of Saco.



'=100'

22/08

1

ST(OOB)



119

1426

Book 1428

PAGE 118

THIS INDENTURE made this 29th day of March, in the year one thousand nine hundred and sixty, by and between the Boston and Maine Railroad and Central Maine Power Company, both corporations duly established under the laws of the State of Maine.

...and other valuable con-



Parcel #1 on a plan to which reference is hereinafter made.

THIRD: Beginning at a point thirty-seven and ninety-seven hundredths (37.97) feet North  $17^{\circ}10'33''$  West from Station 5174 + 18.84 on the center line of location of the New Hampshire Portland Divisions, abandoned Main Line of the Boston and Maine Railroad, thence running North  $41^{\circ}35'49''$  East two hundred and ninety-eight and no hundredths (298.00) feet, thence North  $50^{\circ}15'24''$  East sixty-seven and no hundredths (67.00) feet, thence North  $43^{\circ}11'00''$  West one thousand, seven hundred twenty-six and thirty hundredths (1726.30) feet, said last-mentioned courses running along land now or formerly of Samuel Pritham, and land now or formerly of Alfred Milliken, thence curving to the right having a radius of four thousand six hundred sixteen and seventy-five hundredths (4616.75) feet, three hundred fifty-eight and fifty-seven hundredths (358.57) feet, thence North  $47^{\circ}38'30''$  East four hundred four and seventy-one hundredths (404.71) feet to Milliken's Crossing, so-called, said latter two courses running along land now or formerly of Alfred Milliken and land now or formerly of Henry Milliken, thence turning and running along said crossing South  $53^{\circ}08'30''$  East sixty-seven and eighteen hundredths (67.18) feet, thence turning and running South  $47^{\circ}38'30''$  West four hundred seventeen and twenty-nine hundredths (417.29) feet, thence curving to the left having a radius of four thousand, five hundred fifty-five and seventy-five hundredths (4,555.75) feet three hundred fifty-three and forty-four hundredths (353.44) feet, said latter two courses running along land now or formerly of Henry Milliken, and land now or formerly of Alfred Milliken, thence South  $43^{\circ}11'00''$  West one thousand, eight hundred sixteen and thirty-hundredths (1,816.30) feet along land now or formerly of Alfred Milliken and land now or formerly of Samuel Pritham, thence turning and running South  $15^{\circ}54'13''$  West thirty-six and no hundredths (36.00) feet, thence South  $48^{\circ}53'16''$  West eighty-three and no hundredths (83.00) feet thence South  $43^{\circ}11'00''$  West two hundred two and no hundredths (202.00) feet, said latter three courses running along land now or formerly of Samuel Pritham, and land now or formerly of James Foss et al, thence turning and running along Old Orchard Road, so-called, North  $17^{\circ}10'32''$  West eighty-five and forty-three hundredths (85.43) feet to the point of beginning, be all of said measurements more or less, said parcel containing about four and fifty hundredths (04.50) acres and being shown as parcel

Book 1426

running along lands now or formerly of the following: Henry Milliken, Heirs of Joseph Leavitt, Henry Milliken (again), thence turning and running along the Town and County line, South  $56^{\circ}07'00''$  East sixty-seven and ninety-five hundredths (67.95) feet, thence turning and running South  $47^{\circ}38'30''$  West three thousand two hundred thirty-five and eleven hundredths (3,235.11) feet, said last-mentioned course running along lands now or formerly of the following: Henry Milliken, Heirs of Joseph Leavitt, Henry Milliken (again), thence turning and running along Milliken's Crossing, so-called, North  $52^{\circ}26'30''$  West sixty-seven and four hundredths (67.04) feet to the point of beginning, be all of said measurements more or less, said parcel containing about four and ninety hundredths (04.90) acres and being shown as parcel #3 on a plan marked "Land in Old Orchard, Me. Boston and Maine Railroad to Central Maine Power Company J. F. Kerwin Eng'r. Design March 1958", to be recorded herewith, a copy of which is hereto attached to which reference is hereby made for a further description of the premises hereby conveyed.

Excepting from this conveyance any and all power and telephone lines and their appurtenances located in, under, over and across said parcels conveyed herein.

With relation to parcels described under provisions SECOND, THIRD and FOURTH, above, said parcels are conveyed subject to all such rights-of-way or easements and/or flowage rights as there may be across the premises hereby conveyed, and subject to all rights for the maintenance and use of pipes, conduits, poles and wires located under, over, across and along said parcels; and subject also to the rights of the public and individuals in and to all crossings of public and private highways and roads located within the limits of said parcels under provisions SECOND, THIRD and FOURTH, above.

This conveyance is made subject to the following restriction for the benefit of other land of the grantor, to wit: that neither the grantor nor its successors or assigns, shall ever be liable to the grantee or its successors or assigns, or to any lessee of said parcels of land herein conveyed, or of any part thereof, for any damages to any buildings or property upon the above-described premises caused by fire whether communicated directly or indirectly by or from locomotive engines upon the railroad operated by the grantor or otherwise.

TO HAVE AND TO HOLD the above-described premises with all the privileges and appurtenances thereto belonging, to the said Central Maine Power Company,

its successors and assigns, to build and forever maintain suitable fences for the benefit of remaining land of the grantor along the northerly side of said parcel described herein under provision "FIRST", above, if fences are ever required by the grantee its successors or assigns, at any time hereafter.

By acceptance of this deed, the grantee hereby covenants for itself, its successors and assigns that it or they shall assume all obligations the grantor may have had to maintain all bridges and culverts that cross or exist within said parcels described herein under provisions SECOND, THIRD and FOURTH, above.

All covenants contained herein are to run with the land hereinabove described, and are to be binding upon the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF on the day and year first above mentioned, said Boston and Maine Railroad and said Central Maine Power Company, have each caused their respective corporate seals to be hereto affixed and these presents to be signed in their respective names and behalf each by its proper officer thereunto duly authorized.

Signed and Sealed in Presence of:

J. L. Kehoe

BOSTON AND MAINE RAILROAD  
(Corporate Seal)  
By G. F. Glacy  
Vice President

Signed and Sealed in Presence of:

G. G. Beverage

CENTRAL MAINE POWER COMPANY  
(Corporate Seal)  
By H. E. Hamilton  
Treas.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS: Boston, March 29, 1960. Then personally appeared the above-named G. F. Glacy, a Vice President of said Boston and Maine Railroad, and acknowledged the foregoing instrument to be the free act and deed of said Boston and Maine Railroad,

before me Gertrude E. Cryan Notary Public (L.S.)  
My Commission expires: Aug. 30, 1963

STATE OF MAINE

Kennebec, SS: Augusta, April 6, 1960. Then personally appeared the above named H. E. Hamilton, Treasurer of said Central Maine Power Company, and acknowledged the foregoing instrument to be the free act and deed of said Central Maine Power Company,

before me Gerald G. Beverage Notary Public (L.S.)  
My Commission expires: March 4, 1966

At a Meeting of the Board of Directors of BOSTON AND MAINE RAILROAD, duly called, notified and held on November 28, 1956, a quorum being present, the following action was taken:

"VOTED: to enter into an agreement, which has just been presented and

Book 1426

considered, for the sale by this Company to Central Maine Power Company, or its nominee, for a consideration of \$2500.00, of a parcel of land in Saco, Maine containing an area of about 13,700 sq. ft. and two parcels of land in Old Orchard - Maine containing respective areas of about 0.45 acres and about 9.37 acres, subject to more accurate computation and survey approved by the President or any Vice President of this Company; and the President, or any Vice President of this Company be and he hereby is authorized, in its name and behalf, to execute and deliver such agreement; and further

"VOTED: that the President, or any Vice President of this Company, be and he hereby is authorized in its name and behalf to execute, acknowledge, and deliver a deed of said premises when said further computation and survey have been completed and the signature of such officer on such deed shall be conclusive evidence of his approval of such computation and survey."

I, Maynard W. Bullis, Clerk of said Boston and Maine Railroad, do hereby certify that Central Maine Power Company, the grantee in the deed to which this certificate is attached, is the party who has been nominated to accept such deed; and I further certify that the above mentioned computation and survey have been completed and that the premises described as conveyed by said deed are the same premises authorized to be conveyed in the vote of said Board of Directors hereinabove set forth.

(Corporate Seal)

Attest: Maynard W. Bullis Clerk.

Recorded according to the original received April 11, 1960 at 8h. 30m. A.M.

KNOW ALL MEN BY THESE PRESENTS that the Old Colony Trust Company, a corporation duly established by law, and Craig B. Haines, Trustees and Mortgagees named in a certain mortgage given by the Boston and Maine Railroad to said Old Colony Trust Company and S. Parkman Shaw, Jr., Trustees, dated December 1, 1919, and recorded with York County Deeds, Book 676, Page 9 in consideration of one dollar and other valuable considerations paid by said Boston and Maine Railroad, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Boston and Maine Railroad all the right, title and interest acquired by said Trustees or by any successor of said Individual Trustee under the aforesaid mortgage, and/or under any supplemental mortgage or mortgages given pursuant thereto, in or to that portion of the premises therein conveyed, which is described as follows, namely:

Four (4) certain pieces or parcels of land, one (1) situated in Saco and three (3) situated in Old Orchard - , all in the County of York and State of Maine, bounded and described as follows:

ADDENDUM TO EASEMENT INDENTURE

THIS ADDENDUM, made and entered this the 2<sup>ND</sup> day of MAY, 2008, by and between CENTRAL MAINE POWER COMPANY, a Maine corporation having its general offices and principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine, 04336 (referred to hereinafter as "Grantor"), and GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire corporation, with a place of business and mailing address at 325 West Road, Portsmouth, New Hampshire 03802-0508 (referred to hereinafter as "Grantee");

WITNESSETH:

WHEREAS, by virtue of that certain Indenture dated October 15, 1965, between Central Maine Power Company and Portland Gas Light Company (predecessor to Granite State Gas Transmission, Inc.), recorded in the York County, Maine, Registry of Deeds in Book 1687, at Page 55 (referred to hereinafter as the "Easement Indenture"), Grantee now holds an easement in and to certain lands owned by Grantor situate in the aforesaid York County and Cumberland County, as described therein, together with related rights;

WHEREAS, pursuant to the aforesaid Easement Indenture, Grantee has lawfully constructed and installed, and is currently operating and maintaining, a pipeline for the transportation of natural gas together with certain appurtenant facilities;

WHEREAS, Grantee and Grantor desire to clarify and amend the Easement Indenture in order to reflect the as-built location of Grantee's pipeline and related easement area in the Town of Old Orchard Beach;

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration paid unto Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto, with the intent of being legally bound, do hereby covenant and agree as follows:

1. The Easement Indenture is hereby modified and amended such that the description of the easement strip set forth in Paragraph A on page 3 thereof (recorded at Book 1687, Page 57) is deleted and the following paragraph is inserted in lieu thereof, to wit:

"A. In the Town of Old Orchard Beach, a strip of land fifteen (15) feet in width, being seven and one-half (7.5) feet on each side of the centerline of Grantees pipeline, designated and shown as "Proposed 15' Wide Easement" on that map or plat titled "Proposed Easement Relocation, Cascade Road, Old Orchard Beach to Cumberland/York County Line" dated February 21, 2008, Drawing No. D-2781, and consisting of Sheet 1 of 3, Sheet 2 of 3, and Sheet 3 of 3, attached hereto as Exhibit "A" attached hereto and made a part hereof by this reference (which map or plat is to be placed of record in the York County Registry of Deeds contemporaneously with the recording hereof), and running from the Town of Scarborough line in a southwesterly direction across the Milliken Mills Road and the Old Cascade Road to the Cascade Road currently designated as Route #98. Reference is here made to that certain Indenture by and between Boston and Maine Railroad and Central Maine Power Company dated March 29, 1960, and recorded in the York County Registry of Deeds in Book 1426, at Page 118, for the source of Grantor's title to the aforesaid strip of land."

2. Grantee, its successors and assigns, shall retain all of the rights granted by the Easement Indenture, as modified and amended herein, and the Easement Indenture, as modified and amended herein, shall continue in full force and effect as a valid and subsisting agreement in accordance with the terms and provisions thereof.

The terms, conditions, covenants, exceptions and reservations set forth herein shall run with the land and be binding upon, and accrue to the benefit of Grantor and Grantee, and each of their respective heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Grantor and Grantee have caused their respective corporate signatures and seals to be affixed hereto by their duly hereunto authorized representatives, effective as of the date first above written.

Signed, Sealed and Delivered  
in presence of:

[Signature]  
Witness

CENTRAL MAINE POWER COMPANY

By: [Signature]  
Kenneth H. Freye,  
Manager - Real Estate Services

STATE OF MAINE  
KENNEBEC, ss.

May 2, 2008.

The above named Kenneth H. Freye, Manager Real Estate Services, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

[Signature]  
Notary Public

**TERESA DESPRES**  
Notary Public, Maine  
My Commission Expires August 17, 2013  
Print Name  
My Commission Expires:

GRANITE STATE GAS TRANSMISSION, INC.

[Signature]  
Witness

By: [Signature]  
Its: [Signature]  
Print Name: DIRECTOR ASSET MGT.

West Virginia  
STATE OF MAINE  
Kanawha, ss.

May 14, 2008.

The above named Sheree Parks Dorman Director Asset Management

\_\_\_\_\_, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Director Asset Management for Northern Utilities, Inc. and the free act and deed of said Granite State Gas Transmission, Inc.

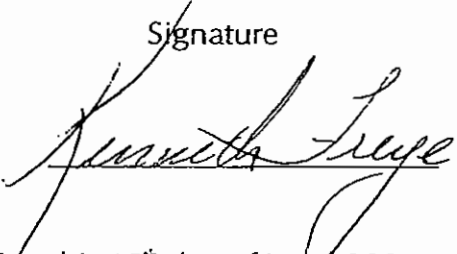
[Signature]

EXHIBIT "A" – MAP



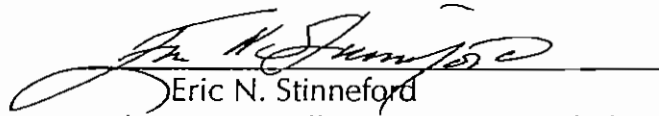
INCUMBENCY CERTIFICATE

I, Eric N. Stinneford, Vice President – Controller, Treasurer & Clerk of Central Maine Power Company, a Maine corporation ( the "Corporation"), hereby certify that the following is a qualified and acting employee of the Corporation, continuously occupying since January 1, 2005 the position set opposite the respective name, has the authority to execute and deliver on behalf of the Corporation deeds and other instruments of transfer for real property and personal property and related documents and other matters within the scope of his employment, and that the signature set opposite the said name is the true and correct signature of said employee.

Employee Name	Title	Signature
Kenneth H. Freye	Manager, Real Estate	

Witness my hand and the seal of the Corporation this 15<sup>th</sup> day of June, 2007.

(Corporate Seal)

  
Eric N. Stinneford  
Vice President – Controller, Treasurer & Clerk



1159 Cedar Blvd.  
Pittsburgh, PA 15228  
31 December 1996

Mr. Jean-Marc Teixeira  
Granite State Gas  
325 West Road  
Portsmouth, NH 03801

Dear Mr. Teixeira:

I want to inform you that in December 1996 I donated my Portland Road, Saco property, including the dam and pond adjoining your pipeline on Goosefair Brook, to the Saco Land Trust. This land will now be kept in perpetuity as a nature and wildlife reserve. Some of the members of the Saco Land Trust have expressed to me their desire to keep water in the pond, so I have suggested that they get in touch with you to see if there is anything that Granite State might do to assist in this effort. When we last spoke, which seems like a couple of years ago, you thought that sometime this year or next Granite State would be working on the embankment and that there was a possibility that repair to the old dam or the construction of a new dam would be possible. I am hoping that those plans are still on the drawing board.

As you know, when the dam was damaged by boulders dumped over the side of the embankment a few year ago (of which I have photos), problems with the water level began. The pond continues to fill during the winter and spring months, but during the summer, when water is especially needed by wildlife, the flow of water is not equal to the gaps in the old dam. Through the joint efforts of friends and Portland Road neighbors we have been able to hold the water back temporarily with a smaller wooden dam which has been effective in maintaining a wildlife sanctuary, especially for the ducks and geese that pass through the area. It is not nearly as viable, though, as it was before the main dam was broken.

Furthermore, as I mentioned to you when we met at the site, I continue to be concerned about the excess water that flows outside the culvert to the left of the dam and under the embankment during storms. I am surprised that nothing has been done in this respect to insure the safety of your pipeline. If the water were properly channeled and controlled by a dam at the main flow of the brook, there would be much less likelihood of a serious and dangerous washout.

As an optimist and believer in the positive spirit of cooperative ventures, I would love to see Granite State collaborate in an important nature conservation effort that would not only put water back in the pond on a more uniform basis, but would also better guarantee the safety of the pipeline. One of the local gas companies where I live funds and takes great pride in nature conservation projects. With comparatively little

expenditure, Granite State Gas could do the same and get much good publicity from a conservation project at the site of one of its major gas lines. Such an effort would be an excellent investment in public relations.

Please share this letter with the appropriate decision makers in your company. In turn, I will give your name and address to the Directors of the Saco Land Trust should they care to contact you regarding some kind of a joint effort to keep water in the pond. Thank you for your cooperation in the past, and very best wishes to you and yours for a happy and prosperous New Year.

Sincerely,



Dr. Max H. Brandt

cc: Lew Weston, Saco Land Trust  
Public Relations Department, Granite State Gas

ADDENDUM TO EASEMENT INDENTURE

THIS ADDENDUM, made and entered this the 20<sup>th</sup> day of October, 2008, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its general offices and principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine, 04336 (referred to hereinafter as "Grantor"), and **GRANITE STATE GAS TRANSMISSION, INC.**, a New Hampshire corporation, with a place of business and mailing address at 325 West Road, Portsmouth, New Hampshire 03802-0508 (referred to hereinafter as "Grantee");

WITNESSETH:

**WHEREAS**, by virtue of that certain Indenture dated October 15, 1965, between Central Maine Power Company and Portland Gas Light Company (predecessor to Granite State Gas Transmission, Inc.), recorded in the York County, Maine, Registry of Deeds in Book 1687, at Page 55 (referred to hereinafter as the "Easement Indenture"), Grantee now holds an easement in and to certain lands owned by Grantor situate in the aforesaid York County and Cumberland County, as described therein, together with related rights;

**WHEREAS**, pursuant to the aforesaid Easement Indenture, Grantee has lawfully constructed and installed, and is currently operating and maintaining, a pipeline for the transportation of natural gas together with certain appurtenant facilities;

**WHEREAS**, Grantee and Grantor desire to clarify and amend the Easement Indenture in order to reflect the as-built location of Grantee's pipeline and related easement area in the Town of Old Orchard Beach;

**NOW THEREFORE**, for and in consideration of Ten Dollars (\$10.00) cash in hand and other good and valuable consideration paid unto Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto, with the intent of being legally bound, do hereby covenant and agree as follows:

1. The Easement Indenture is hereby modified and amended such that the description of the easement strip set forth in Paragraph A on page 3 thereof (recorded at Book 1687, Page 57) is deleted and the following paragraph is inserted in lieu thereof, to wit:

"A. In the Town of Old Orchard Beach, a strip of land fifteen (15) feet in width, being seven and one-half (7.5) feet on each side of the centerline of Grantees pipeline, designated and shown as "Proposed 15' Wide Easement" on that map or plat titled "Proposed Easement Relocation, Cascade Road, Old Orchard Beach to Cumberland/York County Line" dated February 21, 2008, Drawing No. D-2781, consisting of Sheet 1 of 3, Sheet 2 of 3, and Sheet 3 of 3, recorded in the York County Registry of Deeds in Plan Book 333, at Page 43 44 45, and incorporated herein and made a part hereof by this reference, and running from the Town of Scarborough line in a southwesterly direction across the Milliken Mills Road and the Old Cascade Road to the Cascade Road currently designated as Route #98. Reference is here made to that certain Indenture by and between Boston and Maine Railroad and Central Maine Power Company dated March 29, 1960, and recorded in the York County Registry of Deeds in Book 1426, at Page 118, for the source of Grantor's title to the aforesaid strip of land."

2. Grantee, its successors and assigns, shall retain all of the rights granted by the Easement Indenture, as modified and amended herein, and the Easement Indenture, as modified and amended herein, shall continue in full force and effect as a valid and subsisting agreement in accordance with the terms and provisions thereof.

The terms, conditions, covenants, exceptions and reservations set forth herein shall run with the land and be binding upon, and accrue to the benefit of Grantor and Grantee, and each of their respective heirs, successors, assigns and legal representatives.

2 pg → in recording, please refer to: Brian R. Hopkins  
N: Source Legal Department  
P.O. Box 1273, Charleston, WV 25325

IN WITNESS WHEREOF, the Grantor and Grantee have caused their respective corporate signatures and seals to be affixed hereto by their duly hereunto authorized representatives, effective as of the date first above written.

Signed, Sealed and Delivered  
in presence of:

Alice Deshard  
Witness

CENTRAL MAINE POWER COMPANY

By: Kenneth Freye  
Kenneth H. Freye,  
Manager - Real Estate Services

STATE OF MAINE  
KENNEBEC, ss.

October 20, 2008.

The above named Kenneth H. Freye, Manager Real Estate Services, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Teresa Despres  
Notary Public  
TERESA DESPRES  
Notary Public, Maine  
My Commission Expires August 17, 2013  
Print Name  
My Commission Expires:

SEAL

River J Snyder  
Witness

GRANITE STATE GAS TRANSMISSION, INC.

By: Sheree L Parks Dawney  
Its: Director, Asset management  
Print Name: Sheree L. Parks Dawney

STATE OF ~~MAINE~~ West Virginia  
Kanawha County, ss.

Oct. 24, 2008.

The above named Sheree L. Parks Dawney, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Director, Asset management for Northern Utilities, Inc. and the free act and deed of said Granite State Gas Transmission, Inc.



Deborah J. Waugh  
Notary Public  
Deborah J. Waugh  
Print Name  
My Commission Expires: Oct. 24, 2014

**TRAIL USE AGREEMENT**

**THIS TRAIL USE AGREEMENT** is made this 22<sup>nd</sup> day of September, 2004 by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its principal place of business at 83 Edison Drive, Augusta, ME 04336 ("CMP") and **EASTERN TRAIL MANAGEMENT DISTRICT (ETMD)** a Maine not-for-profit corporation with an address at 21 Bradeen Street Suite 304 Springvale, ME 04085-1922, the **TOWN OF OLD**

**ORCHARD BEACH (Town)** a body municipal corporate and politic with Town Offices at 1 Portland Avenue, Old Orchard Beach, Maine 04064, and the **EASTERN TRAIL ALLIANCE (ETA)**, a Maine not-for-profit corporation with an address of P.O. Box 250, Saco, Maine 04072 (ETMD, Town and ETA collectively hereinafter collectively

("Holder"). CMP hereby grants to Holder the right to use, for the purposes described below, the following described premises ("Premises") under the following conditions:

**Section One - Premises**

The Premises are a portion of a parcel of land situated in the municipality of Old Orchard Beach, York County, Maine, as more particularly described as follows:

That certain strip of land situated in Old Orchard Beach, Maine, except for crossing roads, being 66 feet wide, running from Station 5171+20.00 on the old center line of the abandoned Eastern Division of the Boston and Maine Railroad at the new Cascade Road, northeasterly a distance of about 6453.9 feet to Station 5235+73.90 on the aforesaid center line at the York/Cumberland County line, containing about 9.85 acres, and being shown on a plan marked "Land in Old Orchard, ME. Boston and Maine Railroad-to-Central Maine Power Company J.F. Kerwin Eng'r of Design Scale 1in = 100 ft. March 1958" recorded at the York County Registry of Deeds in Plan Book 29, Page 13, and being the second, third and fourth parcels conveyed to Central Maine Power Company by the Boston and Maine Railroad by deed dated March 29, 1960, recorded at the York County Registry of Deeds in Book 1426, Page 118; excepting therefrom the northeasterly 1077 feet more or less of said strip which Central Maine Power Company deeded to New England Tel Co by deed dated October 17, 1975, recorded at the York County Registry of Deeds in Book 2105, Page 458, said excepted portion now being owned by ETA.

The Premises consist of so much of the above parcel lying within six (6) feet of the centerline of a Trail, together with the necessary side slopes, drainage rights, culverts, bridges and bridge abutments as shown on a plan to be provided by Holder in Section Three below.

**Section Two - Term and Rent**

The term of this Trail Use Agreement is for twenty (20) years commencing on the date of execution of this Trail Use Agreement unless sooner terminated as provided herein. This Trail Use Agreement may be renewed for additional twenty (20) year terms upon written notice by the Holder to CMP of Holder's intent to renew the Trail Use Agreement at least thirty (30) days prior to the end of the then current term.

CMP shall receive recognition for its contribution in granting use of the Premises on signs erected on the Premises and in printed material that publicizes the Trail. In the event CMP provides Holder with recognition signs, Holder will place them in appropriate locations along the Trail.

### Section Three - Specific Use

Holder's use of the Premises shall not endanger health, create a nuisance, or be incompatible with CMP's use of the Premises in its business as a public utility.

Holder may only use the Premises for a 12-foot wide paved or unpaved public recreational Trail ("Trail"). The Trail shall be designed and designated so that it will not be used by motorized vehicles such as snowmobiles, ATV's, dirt bikes and other off-road vehicles. This use restriction is not intended to preclude use by motorized wheelchairs and by motorized vehicles engaged in construction, maintenance or repair of the Trail, as provided below. The Premises shall not be used for camping or for any other use without prior written approval from CMP.

Holder may install improvements such as culverts, small bridges, safety barriers and signs, provided that they do not interfere with CMP's operations, as determined solely by CMP. Holder, or its agents, may use necessary motorized vehicles for installation of Trail improvements and for Trail maintenance as outlined in Section Six herein.

Holder's rights under this Trail Use Agreement are subject to any rights CMP has granted to third parties, even if such rights interfere with Holder's use of the Premises. CMP also reserves the right to grant rights to third parties for use of all or part of the Premises, even if such rights interfere with Holder's use of the Premises. However, CMP and its assignees shall work with Holder to minimize the impact on the Trail, and shall undertake reasonable care not to disturb or damage the Trail or its components. Neither CMP nor CMP's assignees shall be liable to Holder for any damage to Holder's property or interference with Holder's use of the Premises.

CMP may close or relocate the Trail, or portions thereof, on a temporary basis to maintain, repair, replace, or rebuild its utility facilities. CMP may relocate the Trail, or portions thereof, from time to time, if necessary to facilitate the construction of new electrical transmission or distribution lines.

Upon written approval of the Trail location and design by CMP, Holder shall provide CMP with a plan showing centerline location of the Trail, all improvements to be constructed by Holder, and the location of CMP's existing poles and guy anchors, if any, located within the above described parcel of CMP ("Trail Plan"). The Trail Plan shall be attached and become part of this Trail Use Agreement.

### Section Four - Approval and Timing

Upon execution of this Trail Use Agreement, Holder shall promptly seek and make reasonable effort to obtain all necessary federal, state and local approvals, Trail Use Agreements and permits. Holder shall not undertake any construction or installation until Holder and CMP (if necessary) have procured all necessary permits or governmental approvals. Holder also will assure that its use of the Trail is in compliance with all applicable regulations, including, but not limited to, Department of Environmental Protection wetland regulations.

Prior to the cutting or trimming of any trees on the Premises, Holder will notify appropriate CMP Vegetation Management personnel and subsequently comply with all requirements and conditions of said tree work and removal as set forth by said CMP representatives.

No signs, Trail markers, reflectors, or notices of any kind will be attached to CMP structures.

No portion of said Trail shall pass between poles on a multi-pole structure, or within 15' of any pole or guy wire. However, if in its final design and layout, any portion of the Trail is found to pass within 15' of a transmission pole or guy wire, the Holder must construct barriers between said pole or guy wires and the Trail which are adequate to protect them from damage. Said barriers shall be approved with respect to design, composition, and installation in writing by appropriate CMP representatives prior to their installation. The construction and maintenance of said barriers, as well as any relocation by CMP of its transmission poles or guy wires to accommodate the provisions of this Trail Use Agreement shall be at the Holder's sole cost and expense.

Prior to any excavation of the Premises, Holder will notify the Dig Safe Call Center at 1-888-DIG-SAFE and comply with the provisions of both the Maine Dig Safe Statute, M.R.S.A., Title 23, Section 3360-A and the Overhead High-Voltage Line Safety Act, M.R.S.A., Title 35A, Section 751, et seq., Chapter 7-A. In the event that Holder or CMP does not receive any necessary permits or approvals within two (2) years of the commencement of this Trail Use Agreement, and the parties have not previously agreed to an extension of this time frame, this Trail Use Agreement shall be null and void and CMP and Holder shall have no further obligations to each other with respect to the subject matter of this Trail Use Agreement, except for Holder's obligations under Section Ten below.

#### **Section Five - Waste**

Holder shall take all reasonable precautions to ensure that construction, operation and maintenance of the Trail and all associated uses will occur in a manner that will protect the scenic, recreational, and environmental values of the Premises.

Holder will not make or suffer any waste of the Premises.

#### **Section Six - Operation and Maintenance**

Holder shall perform or arrange for the performance of routine and major maintenance and repair of all improvements related to the construction and use of the Trail located on the Premises, so that they remain orderly and safe. Holder shall also take reasonable steps to keep the Premises free of litter, such as cans and paper goods. Holder shall also maintain the Trail in a safe condition, including grading, bridge and culvert construction, maintenance of vegetation affecting the Trail and maintenance of all non-CMP mandated signs. Holder shall, through its regular publications to its members and public notices relating to the Premises, inform its members and the public of the uses of the Premises permitted under this Trail Use Agreement. Holder shall also, through its stewardship program, make reasonable efforts to enforce compliance with such uses and prevent harm or damage to the Premises, including dumping.

CMP may periodically inspect the Premises to determine if maintenance may be necessary and shall notify Holder within a reasonable time period after discovery by CMP of any necessary maintenance to be performed by Holder.

In event that Holder fails promptly to perform its obligations under this Section, CMP may, fourteen (14) days after mailing written notice to Holder, perform the obligation and invoice Holder for the reasonable cost of performing the obligation, which costs Holder shall promptly pay. CMP is under no obligation to perform Holder's obligations.

#### **Section Seven - Requirements of Law**

Holder and CMP shall comply with all governmental laws, orders, ordinances and regulations and with any lawful order of any public officer or officials.

#### **Section Eight - Surrender of Premises**

Upon expiration of the term or other termination of this Trail Use Agreement, whether by reason of lapse or time or Holder's default or otherwise, Holder shall quit and surrender the Premises, together with all improvements thereon, to CMP in as good order and condition as they are in or may be put into by CMP or Holder, except for ordinary wear and tear.



### Section Nine – Insurance

Holder covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Trail Use Agreement and any extension thereof for the mutual benefit of CMP and Holder, a comprehensive general liability insurance policy against claims for damage to persons and property arising out of the use and occupancy of the Premises or any part or parts thereof, with a combined single limit of One Million Dollars (\$1,000,000.00) with no more than a Ten Thousand Dollar (\$10,000.00) deductible.

All insurance required under this Section shall name CMP as an additional insured and shall be issued by an insurer rated B+13 by the latest Best's rating guide. Holder shall provide CMP with a Certificate of Insurance prior to the commencement of this Trail Use Agreement. Such Certificate shall state that no material change or cancellation of the insurance coverage can be effective unless and until ten (10) days prior written notice has been given to CMP for cancellation for non-payment and thirty (30) days prior written notice for all other reasons for change or cancellation. Should any policy be canceled during the term of this Trail Use Agreement and Holder fails to immediately procure equivalent insurance, CMP shall have the right, at its option but without any duty to do so, to: (1) cancel this Trail Use Agreement at the lapse of the policy; or, (2) to procure such insurance and to pay the premiums therefor, and all such premiums paid by CMP together with interest from the time of payment until repaid by Holder, shall be repaid to CMP on demand as additional rent, and, without limiting CMP's remedies, Holder's failure to repay the same, shall constitute a default under this Trail Use Agreement.

### Section Ten – Release / Indemnification

Holder is fully familiar with the physical condition of the Premises. CMP has made no representations of whatever nature in connection with the title to or condition of the Premises and Holder accepts the Premises "as is". Without limiting the foregoing, CMP does not warrant or represent that it has sufficient interest in all or any part of the Premises for Holder to exercise the rights described herein. CMP shall not be liable for any latent or patent defects therein.

Neither CMP, nor its parent company or their affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns shall be liable for, and Holder hereby releases them from, all claims of any kind or nature, including but not limited to claims for loss of life, personal injury or damage to property sustained by Holder or any person claiming through Holder resulting from any accident, occurrence or condition in or upon the Premises or related to this Trail Use Agreement, except for damage caused solely by negligent acts of CMP.

Holder shall be responsible for any and all damage and related costs caused by the existence of any toxic or hazardous matter, substance or waste caused or allowed, with knowledge of the Holder, to be brought onto the Premises by Holder or its employees, members, officers, directors, contractors, agents or invitees during the term of this Trail Use Agreement or any extension thereof, unless placed there by CMP, and shall indemnify and hold harmless CMP and its parent company or their affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns from and against all claims, actions, damages, liability and expense, including attorneys' fees, arising from or out of the existence of such hazardous matter, substance or waste.

Each party shall be liable for their own attorneys' fees in litigating any matter arising between the parties concerning the enforcement or interpretation of this Trail Use Agreement.

The provision of this Section shall survive cancellation or termination of this Trail Use Agreement.

### Section Eleven - Default

Holder shall be deemed to be in default under the Trail Use Agreement if it fails to fully comply with any term or condition of this Trail Use Agreement within thirty (30) days after receipt of written notice from CMP of any such failure to correct the conditions specified in the notice; provided that if such condition cannot reasonably be cured within thirty (30) days, Holder shall not be in default if it promptly commences the cure and continues diligently.

However, Holder may be required to correct the condition causing the breach in less than thirty (30) days if necessary to protect the public health or safety, abate a nuisance, or prevent damage to the Premises.

If an event of default occurs as described above, CMP shall have the option to pursue one or more of the following remedies, without notice or demand, in addition to any other remedies provided in this Trail Use Agreement, in equity or at law:

- a. terminate this Trail Use Agreement; and
- b. recover from Holder all damages proximately resulting from the breach, which damages shall be deemed to include without limitation, damages to the Premises, the cost of recovering the Premises, and CMP's reasonable attorney's fees necessary to enforce obligations under this Trail Use Agreement.

### Section Twelve - Notices

Any notice under this Trail Use Agreement shall be in writing and shall be deemed to be delivered when mailed by registered or certified mail, postage prepaid, addressed to the address of such party set forth below.

#### CMP

Central Maine Power Company  
CMP Real Estate Services  
83 Edison Drive  
Augusta, ME 04336

#### HOLDER

##### A. If to ETMD

Eastern Trail Management District  
PO Box 840  
Kittery, Maine 03904

##### B. If to Town of OOB

Old Orchard Beach  
1 Portland Avenue  
Old Orchard Beach, Maine 04064

##### C. If to ETA

Eastern Trail Alliance  
PO Box 250

### **Section Thirteen - Contact Person**

In order to facilitate communication between CMP and Holder, each party will designate a contact person for communications necessary under this Trail Use Agreement other than formal notices, which notices shall be sent in accordance with the written notice provisions of this Trail Use Agreement.

### **Section Fourteen - No Waiver**

Failure of CMP to complain of any act or omission on the part of the Holder, no matter how long the same may continue, shall not be deemed to be a waiver by said CMP of any of its rights hereunder. No waiver by CMP at any time, express or implied, of any breach of any provision of this Trail Use Agreement, shall be deemed a waiver of such provision or of a subsequent breach of the same of any other provision.

### **Section Fifteen - Assignment**

Holder shall not assign this Trail Use Agreement or its rights hereunder nor sublet the Premises or any part thereof without the prior written consent of CMP.

### **Section Sixteen - Authorization**

Holder hereby warrants and represents that the execution of this Trail Use Agreement and the carrying out of all acts required of Holder by the terms of this Trail Use Agreement have been properly and effectively approved and authorized by Holder in accordance with the Maine State Constitution, the Maine Revised Statutes, and the Articles of Incorporation and Bylaws of Holder.

### **Section Seventeen - Miscellaneous Provisions**

If any covenant, provision or condition of this Trail Use Agreement or the application thereof to any person or circumstances shall be declared to any extent to be invalid or unenforceable, the remainder of this Trail Use Agreement, or application thereof shall remain in full force and effect.

This Trail Use Agreement shall inure to and be binding upon the respective successors and permitted assigns of the parties.

No waivers, alterations or modifications of this Trail Use Agreement shall be valid unless in writing and duly executed by both parties.

This Trail Use Agreement shall be governed by and constructed in accordance with the laws of the State of Maine.

The captions appearing in this Trail Use Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the paragraphs of this Trail Use Agreement or in any way affect this Trail Use Agreement.

The covenants, provisions and conditions contained in this Trail Use Agreement constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements either verbal or written between the parties with respect to the subject matter of this Trail Use Agreement.

IN WITNESS WHEREOF, the parties hereof have executed this instrument acting through their duly authorized representatives as of the day and year first above written.

Seen and agreed to:

**CENTRAL MAINE POWER COMPANY**

By: *Kenneth H. Freye*

Name: Kenneth H. Freye

Title: Manger, Real Estate Services

Date: September 22, 2004

State of Maine

County of Kennebec, ss.

9-22, 2004

The above named Kenneth H. Frye, Real Estate Manager, Central Maine Power Company, personally appeared before me and acknowledged the foregoing Trail Use Agreement to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Before me,

*Alice D. Richards*

Notary Public/Attorney at Law

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

Alice D. Richards  
Notary Public, Maine  
My Commission Expires January 4, 2011

Seen and agreed to:

**EASTERN TRAIL MANAGEMENT DISTRICT**

By: *Richard Michaud*

Name: Richard Michaud

Title: President

Date: 9/8/04

State of Maine

County of Cumberland, ss.

9/8, 2004

The above named Richard Michaud, President, Eastern Trail Management District, personally appeared before me and acknowledged the foregoing Trail Use Agreement to be his free act and deed in his said capacity and the free act and deed of said Eastern Trail Management District.

Before me,

*Steve Workman*

Notary Public/Attorney at Law

Printed Name: Steve Workman

My commission expires: October 11, 2008

Title: Notary

SEAL

STEVE WORKMAN  
Notary Public, Maine  
My Commission Expires October 11, 2008

TOWN OF OLD ORCHARD BEACH, MAINE

Seen and agreed to:

By: [Signature]  
Name: James Thomas  
Title: Town Manager  
Date: 9/10/04

State of Maine  
County of York, ss.

9/10/, 2004

The above named James Thomas, Manager, Town of Old Orchard Beach, Maine, personally appeared before me and acknowledged the foregoing Trail Use Agreement to be his free act and deed in his said capacity and the free act and deed of said Old Orchard Beach, Maine.

Before me,

SEAL

V. Louise Reid  
Notary Public/Attorney at Law  
Printed Name: V. Louise Reid  
My commission expires: 11/4/2010  
Title: V. LOUISE REID  
Notary Public, Maine  
My Commission Expires November 4, 2010

Seen and agreed to:

EASTERN TRAIL ALLIANCE

By: [Signature]  
Name: John Andrews  
Title: President  
Date: 14 Sept 2004

State of Maine  
County of Cumberland ss.

9/14, 2004

The above named John Andrews, President, Eastern Trail Alliance, personally appeared before me and acknowledged the foregoing Trail Use Agreement to be his free act and deed in his said capacity and the free act and deed of said Eastern Trail Alliance.

Before me,

SEAL

[Signature]  
Notary Public/Attorney at Law  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Title: \_\_\_\_\_

STEVE WORKMAN  
Notary Public, Maine  
My Commission Expires October 11, 2008

END OF DOCUMENT

8 pg -> John Andrews - P.O. Box 250 - Saco, ME. 04072