

**EASEMENT DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that **MCL REALTY LLC**, ( hereinafter "MCL") a Maine Limited Liability Company with a mailing address of P O Box 1206, Windham, Maine 04062, in consideration of One Dollar (1.00) and other valuable consideration paid by the **PORTLAND WATER DISTRICT** (hereinafter the "DISTRICT"), a quasi-municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of P O Box 3553, Portland, Maine 04104-3553, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey to the said DISTRICT, its successors and assigns, a certain easement located on land of MCL lying on the northerly side of Depot Street in the Town of Windham, County of Cumberland and State of Maine, bounded and described in Schedule A, attached hereto and incorporated herein by reference (the "Easement Area").

The DISTRICT shall indemnify and hold MCL, its successors and assigns (the "Indemnified Party") harmless from and against any damages, liabilities, actions, claims, liens, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses) in connection with the loss of life, personal injury or damage to property suffered or incurred by the Indemnified Party (but excluding any such loss, injury or damage resulting from the act or omission of such Indemnified Party) arising out of or otherwise related to, any act or omission of the DISTRICT or its respective invitees, licensees, contractors, employees or agents, or relating to the Easement Area, or the installation, maintenance, repair, or replacement of the pump station and related facilities. The DISTRICT shall exercise and perform its duties and obligations within the Easement Area at the DISTRICT's sole risk, cost and expense. Nothing herein is intended to waive nor shall waive the limits of liability, defenses and immunities provided to the District under the provisions of any law, including but limited to the Maine Tort Claims Act, 14 M.R.S. §8101 et. seq.

In witness whereof, the said MCL REALTY LLC has caused this instrument to be signed by Peter V. Anania, its President duly authorized this May day of 27, 2020.

MCL REALTY LLC

Abigail Marie Breeden  
Witness

By: Peter V. Anania  
Peter V. Anania  
Its: President

STATE OF MAINE  
CUMBERLAND, ss.

Doc# 30435 Bk:36786 Pg: 111

Personally appeared the above-named Peter V. Anania in his capacity as President of MCL Realty LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of MCL Realty LLC.

Before me,

Lindsay L. Kennedy  
Notary Public/Attorney at Law

Lindsay L. Kennedy  
Printed name

**LINDSAY L. KENNEDY**  
**NOTARY PUBLIC**  
**State of Maine**  
**My Commission Expires**  
**October 1, 2025**

**SEAL**

## SCHEDULE A

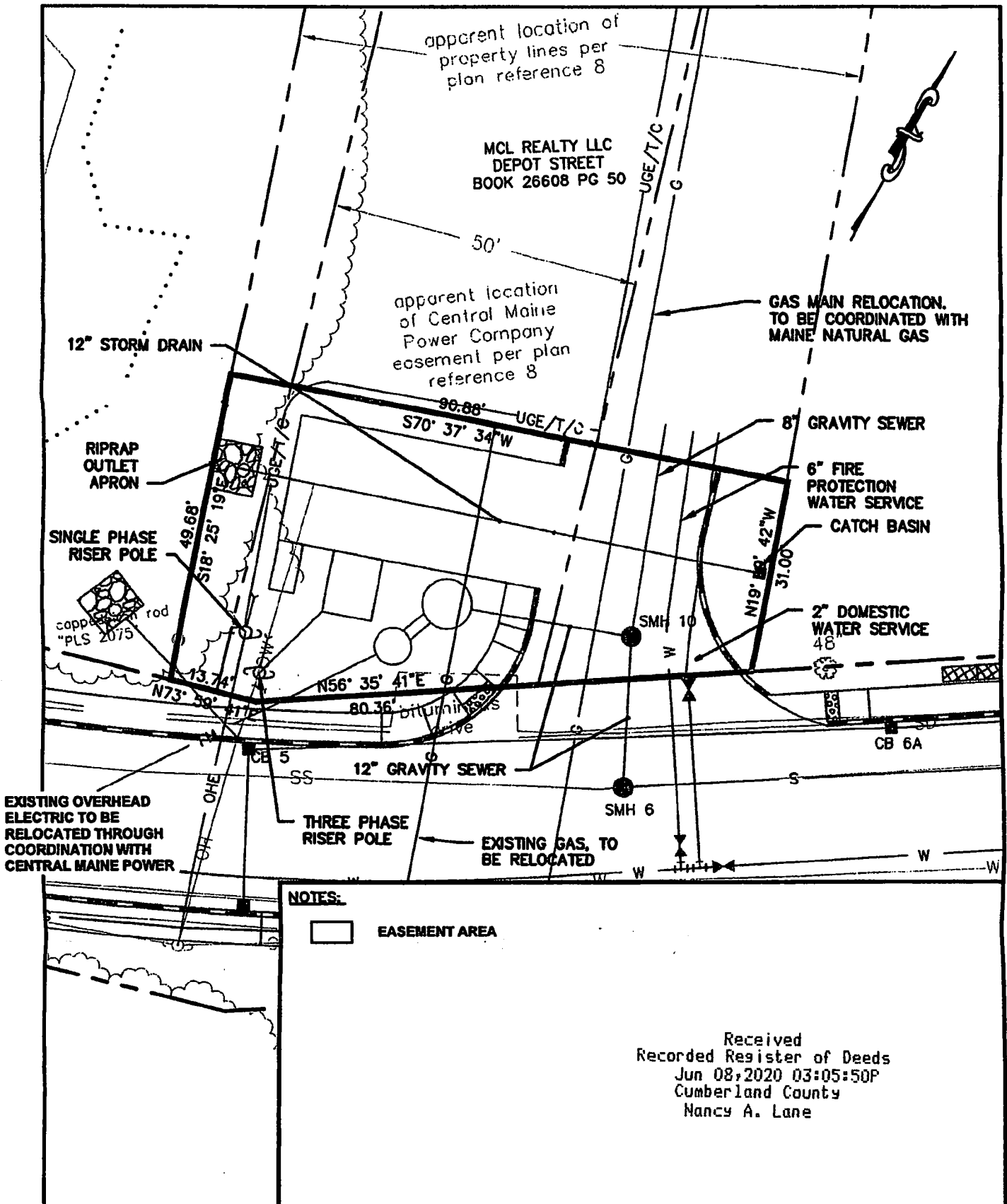
That part of Lot 37-A of Town of Windham, Maine Tax Map 38 described in Cumberland County, Maine Registry of Deeds Book 26608, Page 0050 and following the described metes and bounds (as shown in attached Exhibit I):

Commencing at the southwest corner of said Lot at a point where it intersects the Depot Street right-of-way; thence bearing N 73 degrees 59 minutes 41 seconds East along the sideline of Depot Street for 13.74 feet, then North 56 degrees 35 minutes 41 seconds East along the sideline of Depot Street for 80.36 feet; then North 19 degrees 19 minutes 42 seconds West for 31.00 feet; thence South 70 degrees 37 minutes 34 seconds West for 90.88 feet; and then South 18 degrees 25 minutes 19 seconds East for 49.68 feet to the point of beginning (hereinafter the "Easement Area").

The DISTRICT shall have the following permanent easement rights in the Easement Area described above:

To construct a sewage pumping station upon, and perpetually maintain upon, through and across the Easement Area conduits and pipe lines for conveying sewage, water, electricity and telecommunications, and to lay, repair, maintain, replace and remove a sewage pumping station, conduits and pipe lines, upon or under said easement area, with all the necessary fixtures or appurtenances, together with the right at all times to make connections with said conduits or pipe lines to land adjoining said Easement Area by means of pipes or services, to install electric or other energized control lines and appurtenances upon or under said Easement Area; to trim, cut down and remove bushes and trees and to remove grass and crops growing on said Easement Area to such extent as in the judgment of the DISTRICT is necessary for any of the above purposes; reserving to MCL, its successors and assigns, the use and enjoyment of the Easement Area for such purposes only as would not unreasonably impair the perpetual use thereof by the DISTRICT, its successors and assigns, for all of the purposes above mentioned; provided that no building or any kind of permanent structure, except pavement and utility lines in locations acceptable to the DISTRICT will be erected in the easement Area by MCL, its successors and assigns, and that MCL, its successors and assigns shall not remove earth from or place fill in the Easement Area without the written permission of the DISTRICT.

Anything constructed by the DISTRICT in the Easement Area will remain the property of the DISTRICT.



NOTES:



EASEMENT AREA

Received  
Recorded Register of Deeds  
Jun 08, 2020 03:05:50P  
Cumberland County  
Nancy A. Lane

Design: WCH	Date: JAN 2020
Draft: LAN	Job No.: 3278
Checked: WCH	Scale: 1"=20'
File Name: 3324.35-PS-Exhibit 1	

**GORRILL PALMER**

Relationships, Responses, Results  
www.gorrillpalmer.com  
207.772.2515

Drawing Name:	Pump Station Easement
Project:	Depot St, Windham, Me

Exhibit

**I**