

Order 141-20/21
Passage: 9-0 on 12/21/2020

Effective 12/31/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING AN EASEMENT DEED
FROM THE PORTLAND WATER DISTRICT FOR
A TURNAROUND ON WOODLAWN AVENUE**

ORDERED, that the attached easement from Portland Water District for a turnaround on Woodlawn Avenue is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to record said documents in the Cumberland County Registry of Deeds.

EASEMENT DEED

This EASEMENT DEED is made as of the 5th day of NOVEMBER, 2020, by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation of Portland, County of Cumberland and State of Maine, whose mailing address is PO Box 3553, Portland, ME 04104-3553 (hereinafter referred to as the "Grantor") and the **CITY OF PORTLAND**, a body politic and corporate located in the County of Cumberland and State of Maine, with a mailing address of 389 Congress Street, Portland, ME 04101 (hereinafter referred to as the "Grantee").

WHEREAS the Grantor owns a twenty foot wide strip of land located at the terminus of Woodlawn Avenue, the land being a portion of the property conveyed to the Grantor by deed of Campus Realty Co. dated December 21, 1979 and recorded in the Cumberland County Registry of Deeds in Book 4548, Page 81; and

WHEREAS, the Grantee desires to construct and maintain a vehicle turnaround on a portion of that strip as described in Exhibit A attached hereto and made a part hereof and as shown on a plan entitled "PROPOSED TURNAROUND EASEMENT FOR WOODLAWN AVENUE NEAR MAJORS COURT" dated September 17, 2020 and attached hereto as Exhibit B and made a part hereof, that portion being hereinafter referred to as the "Property";

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the Grantee, a non-exclusive easement over and across the Property to be used solely for the purpose of a vehicle turnaround.

Grantor reserves the right to use any surface or subsurface portions of the Property for any and all purposes as will not unreasonably interfere with the use of such easement by the Grantee for the purpose set forth herein; provided that no building or any kind of permanent above-ground structure, including but not limited to walls and fences, shall be erected within the Property by the Grantor. Without limiting the generality of the foregoing, Grantor reserves the rights: to install, maintain, replace and remove conduits and pipelines for conveying water, wastewater and/or storm water, with all the necessary fixtures and appurtenances, including electric or other energized control lines, within the Property; to make connections with the conduits or pipelines on land adjacent to the Property; to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of the Grantor, and the right to enter on the Property at any and all times for any of these purposes. Grantor, after performing any work within the Property, shall promptly restore the Property to substantially the same condition existing prior to each entry and performance of such work.

Grantor further reserves the right in common with the Grantee to enforce all restrictions relating to the easement granted herein as are contained in this Easement Deed. Grantee agrees to use its best efforts to enforce the restrictions contained herein.

The Grantee agrees to maintain a minimum of four feet of cover over the Grantee's existing water line located on the Property and to maintain a proper sign posting the turnaround as "no parking".

With regard to the easement granted herein, Grantor grants to the Grantee the right to trim, cut down and remove trees, bushes and other vegetation of all kinds, to remove debris and deposits of any kind and to pave, alter and regrade the Property to such extent as in the reasonable judgment of the Grantee is reasonably necessary or appropriate for the purpose set forth herein, and to enter upon the Property at any and all times for any of the foregoing purpose. Grantor further agrees to and understands that as part of the Grantee's use as a turnaround, Grantee may plow, move or place snow on the Property but shall not be obligated to do so.

Grantee agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the Property at its sole cost and expense and, following the completion of any work within the Property and the disturbance of the Property or any land adjacent thereto, to restore the Property and land adjacent thereto to its condition prior to undertaking of such work.

Without waiving any defenses or immunities available to it under the Maine Tort Claims Act or other applicable law, Grantee hereby agrees to indemnify and hold harmless the Grantor from and against any and all claims, damages, suits and liability ("Claims") to the extent such Claims result from Grantee's acts or omissions (including those of any employee or contractor of the Grantee) under this Easement.

The easement granted herein shall run with the land and be binding upon and shall inure to the benefit of Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument and Grantee has caused this instrument to be executed as of the date first set forth above.

WITNESS:

PORTLAND WATER DISTRICT

Donna A. Libby

Carrie M. Lewis
Carrie M. Lewis – General Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

NVT
NOVEMBER
~~October~~ 5, 2020

Then personally appeared the above named Carrie M. Lewis and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of the Portland Water District.

Before me,

Norman V. Twaddel
~~Attorney at Law~~/Notary Public

NORMAN V. TWADDEL
Print Name

EXHIBIT A

A certain easement located at the end of Woodlawn Avenue in the City of Portland, Cumberland County, State of Maine, being more particularly bound and described as follows:

Beginning at the southeasterly end of the northeasterly street line of Woodlawn Avenue as it was accepted by order of the Portland City Council on May 17, 1926 (City Clerk's Records Volume 52 Page 374). Said Point of Beginning also being on the northwesterly boundary line of land now or formerly of Portland Water District as described in Book 4548 Page 81, as well as being the southeasterly corner of land now or formerly of Elizabeth R. and Anna Sommo as described in Book 34633 Page 59;

Thence N 34° 23' 44" E twenty and zero hundredths feet (20.00') along lands of said Portland Water District and said Sommo to a point;

Thence S 55° 36' 16" E twenty and zero hundredths feet (20.00') across said land of Portland Water District to the southeasterly boundary line of said Portland Water District's land. Said boundary line also being the northwesterly boundary line of the Radcliffe Glen Condominium as shown in Plan Book 202 Pages 518 and 667;

Thence S 34° 23' 44" W ninety and ninety-seven hundredths feet (90.97') along lands of said Portland Water District and said Radcliffe Glen Condominium to a point;

Thence N 55° 36' 16" W twenty and zero hundredths feet (20.00') across said land of Portland Water District to said northwesterly boundary line of said Portland Water District. Said boundary line also being the southeasterly boundary line of land now or formerly of John B. and Joan A Vance as described in Book 6669 Page 323;

Thence N 34° 23' 44" E twenty and zero hundredths feet (20.00') along lands of said Portland Water District and said Vance to the southeasterly end of the southwesterly street line of said Woodlawn Avenue;

Thence continuing N 34° 23' 44" E fifty and ninety-seven hundredths feet (50.97') along the southeasterly end of said Woodlawn Avenue and along said northwesterly boundary line of said land of Portland Water District to said southeasterly end of said northeasterly street line of said Woodlawn Avenue and the Point of Beginning.

Said easement having an area of 1819 square feet, more or less.

Bearings are based on Grid North. Reference is made to the accompanying Exhibit Plan.

All book and page numbers are referenced to the Cumberland County Registry of Deeds.

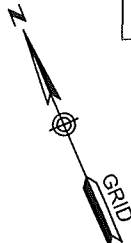
Said easement being for the purpose of allowing the City of Portland to construct, maintain and use a turnaround for motor vehicles off the end of said Woodlawn Avenue.

Description by:

William G. Scott, PLS
City of Portland
Department of Public Works

N/F
SOMMO, ELIZABETH R. & ANNA
TM 151-A-026
DEED 34633/059

180 WOODLAWN AVE.



N/F
PORTLAND
WATER DISTRICT
DEED 4548/81

50' WOODLAWN AVENUE

(PUBLIC)
(AS ACCEPTED 5/17/1926
CITY CLERK RECORDS VOL. 52 PG 374)

END OF ACCEPTED
CITY STREET

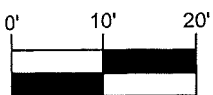
AREA=
1819± S.F.

MAJORS COURT
(PRIVATE)

179 WOODLAWN AVE.

N/F
VANCE, JOHN B. & JOAN A. (JTS)
TM 151-B-026
DEED 6669/323

GRAPHIC SCALE



(IN FEET)
1 inch = 20' ft.

RADCLIFFE GLEN
CONDOMINIUM
CCRD PB 202 PG 518 & 667



CITY OF PORTLAND
PUBLIC WORKS
ENGINEERING DIVISION

EXHIBIT B
WOODLAWN AVENUE TURNAROUND EASEMENT

CIVIL 3D PROJECT: WOODLAWNTURNAROUND_2020_DB
DRAWING: WOODLAWNAV_TURNAROUND_2020_SURVEY.DWG

SCALE:
1" = 20'
DATE:
09/17/2020