

KNOW ALL MEN BY THESE PRESENTS, That Camilla Lee and E. Brooke Lee of Falmouth, County of Cumberland, State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations paid by the Town of Falmouth, Maine, a municipal corporation and body politic duly created, organized, and existing in accordance with the laws of the State of Maine, and located in the County of Cumberland and State of Maine, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Town of Falmouth, Maine, its successors and assigns forever, the following described property:

The right perpetually to enter at any and all times upon a certain lot or parcel of land situated in the Town of Falmouth, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side of Blackstrap Road at the northwest corner of land of DiMatteo as recorded in Cumberland County Registry of Deeds in Book 3178, Page 693; thence N 0° 18' 50" W along said road fifty and thirty-nine hundredths (50.39) feet; thence S 83° 12' 45" E for a distance of four hundred forty-nine and ninety hundredths (449.90) feet; thence S 0° 18' 50" E a distance of fifty and thirty-nine hundredths (50.39) feet; thence N 83° 12' 45" W for a distance of four hundred forty-nine and ninety hundredths (449.90) feet.

The above parcel describes the metes and bounds for the proposed sewer easement and all bearings on the plan are for the magnetic meridian 1977.

And to construct and perpetually maintain through, under, ¹¹⁷
upon and across said parcel sewers, storm sewers and storm sewer
outfalls, and to lay, relay, repair, alter, enlarge, maintain and
remove said sewers, storm sewers and/or outfalls upon or under
said parcel with all necessary fixtures and appurtenances to-
gether with the right at all times to make connections with said
sewers, storm sewers and/or outfalls to land adjoining said parcel
by means of sewers, pipes and/or services; to trim, cut down and
remove bushes and trees growing on said parcel, to remove grass
and crops growing on said parcel, and to excavate or fill said
parcel, all to such extent as in the judgment of the Grantee is
necessary for any of the above purposes; and to enter upon said
strip at any and all times for any of the foregoing purposes,
provided nevertheless that the Grantee herein shall give the
Grantor reasonable notice, if possible, of the Grantee's inten-
tion to enter upon the easement herein conveyed or other land of
the Grantor adjacent to the boundaries of the herein described
easement.

Reserving to the Grantors, their heirs and assigns, the use
and enjoyment of said strip for such purposes only as will in no
way interfere with the perpetual use thereof by the Grantee, its
successors and assigns, for the purposes above mentioned,
provided that no building or any kind of permanent structure
shall be erected on said strip by the Grantors, their heirs and
assigns, and that the Grantors, their heirs and assigns shall not
remove earth from said strip or place fill thereon without the
written permission of the Grantee.

Also, the right during any period of construction, replace-
ment, repair, addition or alteration to enter other land of the
Grantor, adjacent to the boundaries of the above-described property
for the purpose of constructing and laying any such sewers, storm
sewers and/or outfalls. All seeded areas within the easement
limits or adjoining land that are disturbed or damaged by the
construction, alteration or enlargement, shall be reseeded as
near as possible to the condition of the adjoining seeded area.
Household shrubs and other plantings located within the easement
limits or on adjoining land (if applicable) shall be removed from
the ground, adequately preserved during construction and replanted.

Portland Savings Bank joins in this
conveyance as Grantor, but not in the covenants of warranty herein,
for the purpose of subordinating its mortgage interest in the within
described premises by reason of a certain mortgage given by
Camilla E. Lee and E. Brooke Lee to the said Portland
Savings Bank dated September 20, 1976 and
recorded in the Cumberland County Registry of Deeds in Book 3911,
Page 10 to the easement herein granted.

TO HAVE AND TO HOLD the aforegranted and bargained premises
with all privileges and appurtenances thereof to the said Town of
Falmouth, Maine, its successors and assigns, to it and its 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 encumbrances except as aforesaid; 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, the said Camilla Lee and E. Brooke Lee
being husband and wife, joining

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in this deed as Grantors, and relinquishing and conveying all our rights by descent and all other rights in the above-described premises have hereunto set hands and seals this 5th day of May in the year of our Lord one thousand nine hundred and seventy-eight.

SIGNED, SEALED and DELIVERED in the presence of

Alice J. Evans
Alvia J. Heald

Carroll E. Lee
Frank Lu

STATE OF MAINE
Cumberland, ss.

May 5, 1978

Personally appeared the above-named E. Brooke Lee and Carroll E. Lee and acknowledged the above instrument to be his free act and deed.

Before me,

Norman D. [Signature]
Justice of the Peace

MY COMMISSION EXPIRES
AUGUST 13, 1982 Notary Public

IN WITNESS WHEREOF, the said Portland Savings Bank has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Bruce R. Burden, its Vice President thereunto duly authorized this 17th day of May in the year of our Lord one thousand nine hundred and seventy-eight.

SIGNED, SEALED and DELIVERED in the presence of

[Signature]

Portland Savings Bank
By: Bruce R. Burden
Its Vice President

STATE OF MAINE
Cumberland, ss.

May 17, 1978

Personally appeared the above named Bruce R. Burden, Vice President of said Portland Savings Bank and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said institution.

Before me,

[Signature]
Justice of the Peace
Notary Public

MY COMMISSION EXPIRES
DECEMBER 1, 1982

MAY 22 1978
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 4 109 W P N, and recorded in
BOOK 4280 PAGE 116 Leah S. Gibbets DEPUTY Register