

**CENTRAL MAINE POWER COMPANY  
RESPONSE TO ORAL DATA REQUEST NO. 1  
DOCKET No. 2008-255**

October 31, 2008

**ODR-01-91**

- Q.** Provide a copy of the current easement language (and an indication of when became current language) and a copy of the old “pole rights” language. Is there a definition in the easement of a “danger tree”?
- A.** Attached are examples of a “pole line” easement for Section 60 from 1927 and a “modern” easement obtained when Section 60 was rebuilt in the 1960’s. The language in both easements is fairly typical for their respective types. The “modern” easement language appeared around 1950 and is substantially the language used today. It contains easement language for communication lines in addition to electric lines, danger tree language and covenants against structures and changes in the grade within the easement area. There are no limitations on the number of lines, pole height or voltage. Also attached is the current form of the standard transmission line easement. The language pertaining to fuels (basically pipelines) is optional.

**Response Prepared and Submitted By:**

Kenneth H. Freye  
Manager, Real Estate Services  
Central Maine Power Company

**Attachment(s):**

1. Pole Line Easement
2. Modern Easement
3. Current Transmission Line Easement

3850 6-25  
2:00

sect. 6-2  
Par. 1-2

THIS AGREEMENT, made this fifteenth day of August, 1927

WITNESSETH: that I, Fred T. Sproul

of Maine in the County of Kennebec

and State of Maine do hereby grant the CENTRAL MAINE POWER COMPANY its successors and assigns the right to set and maintain over and across my land in the town of Windsor

in the County of Kennebec, a double line of 80 ft. poles, together with fixtures and wires connecting, to convey currents of electricity, and the right to attach wires and appliances for guying from said poles, where necessary, to or into my land. The location of said poles to be as follows:

From land of Alfred Griffin entirely to land of John Mason approximately along the route as now staked out of a road upon today

together with the right to enter upon said land for the purpose of making the necessary repairs to said poles or wires, and for the purpose of trimming and cutting such tree or trees as may be necessary to keep the wires of said Company free from interference by said tree or trees, and with the further understanding that in case it becomes necessary for said Company to set additional poles on my land, in the same line as the now staked out, the right to set said additional poles is hereby granted, said Company to pay for the same at the rate of Two dollars per pole; provided said Company pays me the sum of Twenty dollars on or before April 1, 1928 it being understood that nothing except surveying shall be done on said land until after receipt of said payment.

Fred T. Sproul

August 29, 1927

Received of the CENTRAL MAINE POWER COMPANY Twenty dollars Dollars in accordance with the above agreement and said right is hereby granted.

In Witness Whereof I, the said Fred T. Sproul and Rissa F. Sproul my wife who joins to release whatever right she might have to interfere with the continuance of this grant after my death have hereunto set our hands and seals this twenty-ninth day of

August, A. D. 1927

STATE OF MAINE }  
Kennebec ss }

Fred T. Sproul  
Rissa F. Sproul  
August 29, 1927

Personally appeared the above named and acknowledged this instrument to be his free act and deed.

Before me H. M. Douglas  
Justice of the Peace

40  
Spi 1, Fred T.

From land of A. J. Griffin to  
land of Arthur L. Marson.

CPR

STATE OF MAINE

(Municipal, co. REGISTRY OF DEEDS)

Recorded Feb. 24, 1928,

at B. H. ... A. K. and Records

to Book 549 Page 461

Attest *E. J. ...* Registrar

C. M. P. CO.  
BOOK NO. 46  
PAGE NO. 38-5  
DOC. NO. 40

CPR

17 40  
Sproul, Fred T.

From land of A. J. Griffin to  
land of Arthur L. Marson.

*Memorandum*

CPR

STATE OF MAINE

Kennebec, Co. DEEDS

Recorded Feb. 24. 1929

of B. H. ... to A. L. and Edward J.

Book 649 Page 441

Attest *E. J. Bradley* Reg. Clk.

O. M. P. Co.  
BOX NO. 46  
FILE NO. 33-B  
ACC. NO. FD

CPR

4829

1-33-63  
Parcel M-2  
BOOK 1107 PAGE 35

## Know All Men By These Presents

That WE, WALTER N. PIERCE AND MARY E. PIERCE, both of Whitefield, County  
of Lincoln and State of Maine

in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having an office and place of business at Augusta, County of Kennebec, said State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company, its successors and assigns, forever, certain lot(s) or parcel(s) of land in the town (city) of Windsor, County of Kennebec, State of Maine, bounded and described as follows:

Being a strip of land 225 feet in width extending from land of George R. Hutchings et al at the Griffin Road, so-called, N 84° 45' E a distance of 1320 feet, more or less, to land of Walter Sherwood.

The side lines of said strip being 75 feet distant southwily and 150 feet distant northerly from the center line of the Grantee's Transmission Line known as Section #60 and its projection at both ends as now constructed from its Maxoy's Station in Windsor to its Gulf Island Station in Lewiston as the same is now constructed over, along and across the strip herein conveyed.

Said center line is more particularly located and described as follows: Beginning at a point in the approximate center of said Griffin Road, so-called, said point being 423 feet distant southerly from the northeast corner of land of the Grantors measured along the approximate center of said Griffin Road; thence extending N 84° 45' W a distance of 1320 feet, more or less, to a point in the dividing line between the strip herein conveyed and land of the said Sherwood.

The above described strip being a portion of the premises conveyed to the Grantors by Fred T. Sproul by deed dated June 5, 1941, and recorded in Kennebec County Registry of Deeds, Book 830, Page 24.

This conveyance is made subject to the easement conveyed to the Grantee by Fred T. Sproul by deed dated August 29, 1927 and recorded in said Registry, Book 649, Page 441 as the same lies within the limits of the above described 225 foot strip.

This conveyance is also made subject to the right of the public to travel over, along and across said Griffin Road as the same is now laid out and established for public use and lies within the limits of the easterly end of the above described 225 foot strip.

There is reserved to the Grantors, their heirs and assigns, the right to use, at their sole risk and expense, the premises hereby conveyed for agricultural purposes only; provided always, that this reservation is made on the express condition that no building or other structure will be erected, maintained or permitted to be erected or maintained by the Grantors, their heirs and assigns, on the premises hereby conveyed and that the use so reserved shall at all times be expressly subject to the prior right of the Grantee, its successors and assigns, to make such use of said premises as it or they may desire at any and all times, including the right to clear and keep clear said premises of all trees, timber and bushes growing thereon by such means as the Grantee, its successors and assigns, may select, without liability on the part of the Grantee, its successors and assigns, to the Grantors, their heirs and assigns.

In consideration of the right to use said premises as herein reserved, the Grantors, their heirs and assigns, do hereby release the Grantee, its successors and assigns, from any and all claims and demands of every kind and nature which the Grantors, their heirs and assigns, now have or may have in the future against the Grantee, its successors and assigns, arising out of or in connection with the use of the premises hereby conveyed as above set forth.



112

# WARRANTY DEED

From  
**WALTER N. PIERCE  
MARY R. PIERCE**

To

**CENTRAL MAINE POWER COMPANY**

Dated February, 1958

STATE OF MAINE

Kennabec, ss. Registry of Deeds

Received February 17, 1958

at 10 H.,  M.,  A.M., and

recorded in Book 1107 Page 35

Attest: Edna W. Walker  
Registrar

**C. M. F. Co.**  
BOX NO. 69 35  
SERIAL NO. 44 2  
DOC. NO. 112

C. M. F. CO. NOTATIONS	
OPER. DEPT. OK'AS TO SUBSTANCE	<i>[Signature]</i>
LEGAL DEPT. OK'AS TO FORM	<i>[Signature]</i>
TREAS. DEPT. NOTED & APPROVED	<i>[Signature]</i>
CLAIMS DEPT. NOTED & APPROVED	<i>[Signature]</i>
AUDITOR NOTED	<i>[Signature]</i>
PLANT RECORDS	
K. FOR FILE	<i>[Signature]</i>

C. M. F. Co. 112

1761 16-2-56 p1  
11/27/61

BOOK 1237 PAGE 430

9/28/61

KNOW ALL MEN BY THESE PRESENTS

That WILLIAM A. SHAW, of Farmingdale, County of Kennebec and State of Maine,

in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having an office and place of business at Augusta, County of Kennebec, said State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company, its successors and assigns, forever, the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and appurtenances, over and across my land located in the Town/City of Farmingdale County of Kennebec State of Maine. The location of said easement is more particularly bounded and described as follows:

Over, along and across a strip of land 150 feet in width extending from land of Harold Durgin on the east in a westerly direction across land of the Grantor to land of Patrick Gilson on the west.

The side lines of said strip being 75 feet on each side of the center line and its projections at both ends of the Grantee's Transmission Line as now constructed from Nancy's Substation, so-called, in Windsor to Gulf Island Station, so-called, in Lewiston and designated as Section #60.

The center line of said Section #60 is more particularly located and described as follows: Beginning at a point in the dividing line between land of the Grantor and land of the said Durgin said point being 154 feet, more or less, distant southerly from the northeast corner of land of the Grantor measured along said dividing line; thence extending N 71° 00' W a distance of 285 feet, more or less, to a point in the dividing line between land of the Grantor and land of the said Gilson said point being 208 feet, more or less, distant southerly from the northwest corner of land of the Grantor measured along said dividing line.

The above described strip being a portion of the premises conveyed to the Grantor by Marcus E. Bowman by deed dated August 8, 1953 and recorded in Kennebec County Registry of Deeds, Book 942, Page 309.

9/28/61  
This conveyance is made subject to the rights and easements conveyed to the Grantee by Dennis Everts Bowman by deed dated November 1, 1927 and recorded in said Registry of Deeds, Book 645, Page 439 as the same lie within the limits of the above described 150 foot strip.

the above described strip of land...

the above described strip of land...

the above described strip of land...

Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to clear and keep clear said strip of all trees, timber and bushes growing on said strip by such means as the Grantee, its successors and assigns may select; provided, however, that the Grantor(s), his heirs and assigns, shall be entitled for a period of one (1) year from the date said strip is first cleared to any salvage of wood and timber cut by the Grantee, its successors and assigns.

Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to enter on adjacent land of the Grantor(s), his heirs and assigns, for the purpose of cutting or trimming and removing such tall trees or trees growing outside the limits of said strip as in falling would, in the judgment of the Grantee, its successors and assigns, interfere with or endanger the operation and maintenance of any lines constructed along said strip.

The Grantor(s) for his self and his heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

The Grantor(s) for his self and his heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

The Grantor(s) for his self and his heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

The Grantor(s) for his self and his heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

1237 PAGE 431

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances thereof to the said Central Maine Power Company, its successors and assigns, to its and their use and behoof forever. And I do covenant with the said Grantee, its successors 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 said easement to the said Grantee to hold as aforesaid; and that I and my 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, I, the said William A. Shaw

and Ruth E. Shaw wife of the said William A. Shaw

Joining in this deed as Grantor, and relinquishing and conveying my rights by descent and all other rights in the above described easement, have hereunto set our hand(s) and seal(s) this 28th day of August, in the year of our Lord one thousand nine hundred and sixty-one.

Signed, Sealed and Delivered  
in presence of

*Myron F. Curtis*  
*Ruth E. Shaw*

*William A. Shaw*  
*Ruth E. Shaw*

STATE OF MAINE

Kennebec, ss.

August 28, 1961

Personally appeared the above named William A. Shaw and acknowledged the above instrument to be his free act and deed.



Before me,

*Myron F. Curtis*  
Justice of the Peace

50

Parcel #50

# WARRANTY DEED

(EASEMENT)

From \_\_\_\_\_  
WILLIAM A. SHAW  
To ESD  
CENTRAL MAINE POWER COMPANY

Dated August 28, 1961

STATE OF MAINE  
\_\_\_\_\_ ss. Registry of Deeds

Received September 5, 1961

at 10 H., 30 M., A. M., and

recorded in Book 1237 Page 430  
420

Attest: Edna W. Van Steen  
Register.  
L.A.P.

C. M. P. Co.  
INDEX NO. 35  
SERIAL NO. 2  
D.C. NO. 50

C. M. P. CO. NOTATIONS  
REC'D DEPT. OK AS TO SUBSTANCE OK  
LEGAL DEPT. OK AS TO FORM guy  
TREAS. DEPT. NOTED & APPROVED AK  
CLAIMS DEPT. NOTED & APPROVED AK  
AUDITOR  
NOTEL. WAK  
PLANT RECEIVED  
OK FOR FILMS OK

Confidential  
145  
8760-2000  
17118  
P.O. No. 7776

**WARRANTY DEED  
(Easement)**

\_\_\_\_\_, for consideration paid by **CENTRAL MAINE POWER COMPANY**, a Maine Corporation with a place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336, the receipt of which is hereby acknowledged does hereby grant unto the said Central Maine Power Company, its successors and assigns, forever, with warranty covenants, the perpetual right and easement to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove energy, fuel and communications transmission and distribution lines consisting of suitable and sufficient poles, towers, pipes, ductbanks and conduits, with sufficient foundations together with wires, cables or lines strung upon, within or extending between the same for the transmission of energy, fuel, and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other equipment and appurtenances, and for all Utility Services defined in accordance with 33 M.R.S.A. Section 458, over, under and across the following described land situated in the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine. The location of said easement is more particularly described as follows:

**INSERT DESCRIPTION**

Also conveying to the Grantee the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said easement area of all trees, timber, and bushes growing on said easement area by such means as the Grantee may select.

Also conveying to the Grantee the right and easement at any and all times to enter on adjacent land of the Grantor for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of said strip as in falling would in the judgment of the Grantee interfere with or endanger the operation and maintenance of any lines constructed along said strip.

The Grantor and its successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or permit the erection or maintenance of any building, road, utilities or other structure of any kind or nature under or upon the above-described premises, and will not place any material on, or permit or allow any material of any kind or nature to accumulate on or be removed from said premises if, in the reasonable opinion of the Grantee, its successors and assigns, such erection, maintenance or action would endanger or interfere with current or future use of said premises in its operation as a public utility.

The terms Grantor and Grantee shall include their respective successors, executors, affiliates or assigns.

**IN WITNESS WHEREOF**, the said \_\_\_\_\_ has caused its duly authorized representative to sign this deed and affix its corporate seal hereto this \_\_\_\_\_ day of \_\_\_\_\_ 200.

Signed, Sealed and Delivered  
in presence of:

\_\_\_\_\_  
Witness

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

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

STATE OF \_\_\_\_\_, 200.  
, ss.

The above named \_\_\_\_\_ personally appeared before me and acknowledged the above instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public/Attorney  
Printed Name  
My commission expires: