

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that **THE INHABITANTS OF THE TOWN OF DAMARISCOTTA**, a body corporate and politic located in Lincoln County, Maine, (hereinafter "Grantor") with a mailing address of 21 School Street, Damariscotta, ME 04543, for consideration of One Dollar (\$1.00) and other valuable consideration paid, hereby grant, quitclaim and release to **GREAT SALT BAY SANITARY DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine and having a principal place of business at and mailing address of 121 Piper Mill Road, Damariscotta, ME 04543 (hereinafter "Grantee"), the right and easement to construct, install and perpetually maintain and replace through, under, upon and across the **Easement Area** described in **Exhibit A**, sewer pipe(s) for conveying sewage and to lay, relay, repair, alter, enlarge, maintain and remove pipes upon or under said Easement Area with all necessary fixtures and appurtenances, together with the right at all times to make connections with said sewer pipe and/or pipes and to land adjoining said Easement Area by means of pipes and/or services; to remove vegetation that may interfere with the rights granted in this easement, and to excavate or fill said Easement Area, all to such extent as in the reasonable judgment of the Grantee is necessary for any of the above purposes; and to enter upon said Easement Area at reasonable times for any of the foregoing purposes. Grantee shall make every effort to provide Grantor's Town Manager with a minimum 48 hours of notice prior to undertaking work within the Easement Area. Also granting a temporary right, during times of construction, maintenance, repair or replacement, to enter upon land outside the Easement Area for purposes of accessing the pipes within the Easement Area.

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

The rights granted hereby shall not be construed to prevent, interfere with or restrict Grantor from the use of the Easement Area.

As additional material consideration for this Easement, the Grantee, at its sole cost and expense agrees as follows:

(A) Grantee shall maintain and repair the sewer pipe(s) and related improvements and perform all work related to any necessary construction within the Easement Area in such a way, to the extent reasonably possible, as to preserve and protect the existing improvements on Grantor's Property adjacent to the Easement Area; and

(B) Grantee shall replace and restore any and all damaged or destroyed improvements and landscaping resulting from Grantee's exercise of its rights under this Easement to substantially the same condition they were in prior to Grantee performing any work under this Easement.

(C) Grantee shall promptly take all necessary actions to abate any and all nuisances or hazardous conditions caused by or resulting from its work;

(D) Grantee agrees, as a condition of this grant, that this Easement does not grant or give Grantee any right, excluding the condition of emergency, threat to person or property, or weather emergency, to, without Grantor's prior approval, (i) interfere with Grantor's utility services, (ii) block or obstruct a continuing means of ingress and egress by foot and vehicle to Grantor's property, or (iii) to bring any hazardous substances or materials (as defined in any local, state or federal law or regulations) onto Grantor's property (excluding however from such prohibition hazardous substances such as hydraulic fluid, gasoline and diesel fuel that are stored in the fuel tanks of Grantee's, and Grantee's agents and assigns, vehicles and construction equipment).

This Easement shall be permanent and perpetual.

IN WITNESS WHEREOF, Daryl Fraser, Louis Abbotoni, Andrea Keushguerian, Joshua Pinkham and Tom Anderson, duly elected selectpersons of the Town of Damariscotta, Maine have caused this instrument to be executed this ____ day of _____, 2023.

Daryl Fraser, Selectman

Louis Abbotoni, Selectman

Andrea Keushguerian, Selectwoman

Joshua Pinkham, Selectman

Tom Anderson, Selectman

STATE OF MAINE
COUNTY OF LINCOLN

_____, 2023

Personally appeared the above-named Daryl Fraser, Louis Abbotoni, Andrea Keushguerian, Joshua Pinkham and Tom Anderson, in their aforesaid capacities, and acknowledged the foregoing instrument to be their free act and deed in said capacities and the free act and deed of said Town of Damariscotta.

Notary Public

Seen and Agreed to:

William H. Brewer, Trustee

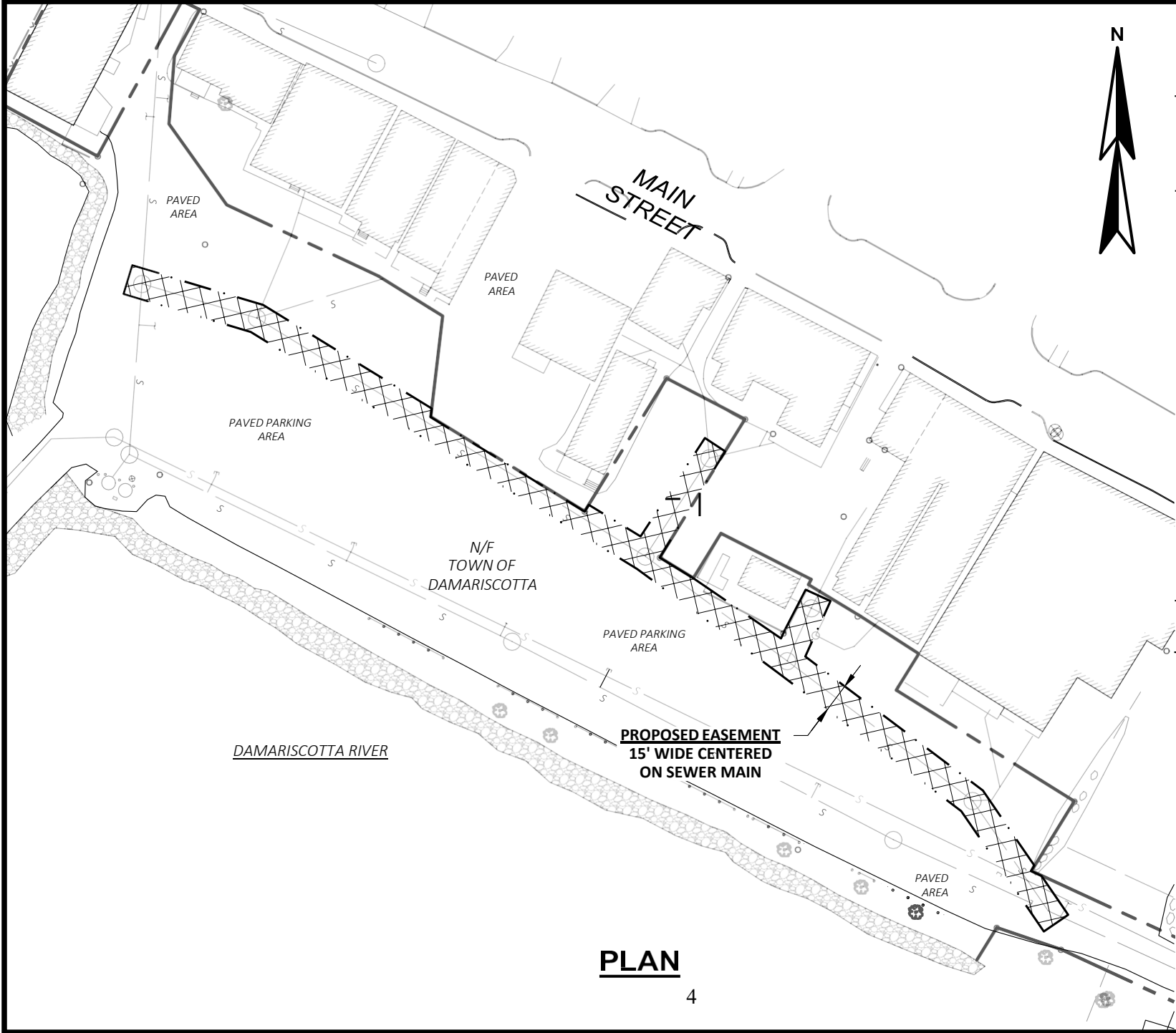
John D. Gallagher, Trustee

Lewis A. Cameron, Trustee

Allan H. Ray, Chairman

Louis Rector, Trustee

Robert Whear, Trustee



PLAN

TOWN OF DAMARISCOTTA MUNICIPAL PARKING LOT SEWER IMPROVEMENTS		PROJ. NO.: 20346		DATE: DECEMBER 2023	