

**AGREEMENT REGARDING THE TRANSFER OF OWNERSHIP OF SEWER LINES IN
THE DAMARISCOTTA MUNICIPAL PARKING LOT FROM THE TOWN OF
DAMARISCOTTA TO THE GREAT SALT BAY SANITARY DISTRICT**

AGREEMENT made as of this ____ day of January, 2023 by and between **THE INHABITANTS OF THE TOWN OF DAMARISCOTTA**, a body corporate and politic located in Lincoln County, Maine, with a mailing address of 21 School Street, Damariscotta, ME 04543, and **GREAT SALT BAY SANITARY DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of 121 Piper Mill Road, Damariscotta, ME 04543 (hereinafter “Grantee”).

WHEREAS, Grantor has today transferred to Grantee sole ownership of the 8 inch sewer lines and manholes (the “System”) constructed in the Damariscotta municipal parking lot between the existing line from Main Street to the pump station in the municipal lot and the gravity sewer line from Water Street to the pump station, as more specifically described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, in connection with the transfer of the System, Grantor wishes to clarify the responsibilities of Grantor and Grantee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer.** Grantor hereby transfers to Grantee all of its ownership interest in and to the System.
2. **Acceptance.** Grantee hereby accepts the foregoing transfer of ownership from and after the date of this Agreement.
3. **Incorporation of Sewer Easement.** This transfer of ownership is made subject to and with the benefit of the terms and conditions of a certain Sewer Easement executed by the parties hereto on near or even date herewith, said Sewer Easement being recorded in the Lincoln County Registry of Deeds.
4. **Obligations of Grantee.** As consideration for this transfer, Grantee agrees to be responsible for all future maintenance, upkeep, replacement, repair, removal and the like of the System.
5. **As-Is/Where-Is.** Grantee accepts ownership of the System in an “as-is, where-is” condition, without recourse, having had the opportunity to inspect the System and having in fact taken multiple videos of the pipes and inspected the manholes.
6. **Indemnification and Hold Harmless.** Grantee hereby indemnifies and holds harmless the Grantor its officers, agents, and employees from any and all claims, suits, or

liabilities of every kind or nature arising out of or from any and all acts, error or omissions with respect to the maintenance or operation of the System by Grantee, its officers, agents, and employees.

7. **Maine Tort Claims Act.** The indemnification and hold harmless provisions contained in this Agreement, notwithstanding anything to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of either party to any person for claims from which either party is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of either party under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the lesser of (i) the legal limits of its liability or (ii) applicable insurance policy coverage limits under any insurance policy either party is maintaining at the time of such claim. The provision contained in the foregoing sentence shall not limit any right that either party might otherwise have to obtain an injunctive relief against the other party or obtain recovery against either party's insurers, or any other action not involving the liability of either party. Under no circumstances shall either party ever be liable for indirect or consequential damages.
8. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

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

IN WITNESS WHEREOF, **ALLAN RAY** has caused this instrument to be executed this _____ day of _____, 2023.

Allan H. Ray, Chairman of Great Salt Bay Sanitary District

State of Maine
County of _____

_____, 2023

Then personally appeared the above-named authorized and duly appointed chairman Allan H. Ray and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney-at-Law
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

Municipal Parking Lot Sewer Line Description Based on Record Drawings

The sewer line was constructed in the municipal parking lot between the existing line from Main Street to the pump station in the municipal lot and the gravity sewer line from Water Street to the pump station as depicted on a Wright-Pierce plan titled Town of Damariscotta Municipal Parking Lot Sewer Improvements, Site Plan and Profile, Dated 11-2-2023 and noted as Record Drawings. All sewer lines described below are 8" diameter PVC SDR 35 pipe, and all Sewer Man Holes (SMH) are 4 foot diameter precast concrete with precast concrete inverts.

The following description is for the sewer line that will be conveyed to the Great Salt Bay Sanitary District and refers to the plan referenced above. The conveyance will be for the 8" sewer mains and sewer manholes:

Segment 1

Starting at SMH-1 the 8 inch PVC sewer line runs approximately 58 feet to SMH - 2.

Segment 2

From SMH-2 the 8 inch PVC sewer line runs approximately 230 feet to SMH - 3 there is a 4 inch lateral from the Colby and Gale property that connects to the main approximately 179 feet from SMH -2.

Segment 3

From SMH-3 the 8 inch PVC sewer line runs approximately 87 feet to SMH -3A

Segment 4

From SMH-3A the 8 inch PVC sewer line runs approximately 116 feet to SMH - 4

Segment 5

From SMH-4 the 8 inch PVC sewer line runs approximately 69 feet to the intersection with the existing line from Water Street and is connected with a 22 degree bend

Segment 6

From SMH-3 the 8 inch PVC sewer line runs approximately 57 feet to SMH 7.

Segment 7:

From SMH-3A the 8 inch PVC sewer line runs approximately 27 feet to SMH - 3B.