

SEWER EASEMENT DEED

HEIDI G. ALMY and **DOUGLAS C. SCHNAPP**, individuals having a mailing address of 19 Depot Rd., Falmouth, Maine 04105 (collectively, the “Grantor”) and **JPMORGAN CHASE BANK, N.A.** a national banking association, joining in this instrument for the sole and limited purpose hereinafter set forth, for consideration paid, grant to **TOWN OF FALMOUTH**, a Maine municipal corporation, with a mailing address of 271 Falmouth Rd., Falmouth, ME 04105, its successors and assigns, (the “Grantee”), with QUITCLAIM COVENANT, a perpetual, non-exclusive easement, for the purposes described herein, over, under and across a portion of the property of the Grantor located on Depot Road in Falmouth, Cumberland County, State of Maine being more particularly described in a deed from Jennifer B. Gary f/k/a Jennifer B. Hayden dated January 31, 1997 and recorded in the Cumberland County Registry of Deeds in Book 12928, Page 183 (“Grantor’s Property”), said easement being 40’ wide and being shown as “Proposed 40’ Wide Utility Easement of Town of Falmouth, 10,339 S.F.+/-” on **Exhibit A** attached hereto and made a part hereof (the “Easement Area”).

This easement includes the right to construct and perpetually maintain through, under, and across said Easement Area sewers, sewer pipes, a sewer force main, and all related fixtures and appurtenances for conveying sewerage and wastes (excluding buildings) and to lay, relay, repair, alter, enlarge and remove the same, together with the rights at all times to make connections to improvements located on nearby land by means of sewers, sewer pipes and/or services; to trim, cut down and remove bushes and trees growing within or above the Easement Area; to remove grass and crops growing on the Easement Area; to excavate and fill the Easement Area; and to enter upon the Easement Area at any and all times with persons, vehicles and equipment for any of the foregoing purposes, all to such extent as in the reasonable judgment of the Grantee is necessary for the above purposes.

Reserving to the Grantor, its successors and assigns, the use and enjoyment of the Easement Area for all purposes as are not inconsistent with and shall not materially interfere with the use thereof by the Grantee, its successors and assigns, for the purposes described herein, provided that no building, wall, fence or any other kind of permanent structure shall be erected within the Easement Area without the prior approval of the Grantee.

By acceptance of this instrument, the Grantee agrees to properly and professionally undertake all work permitted hereunder at its sole cost and expense and, following the completion of any work hereunder, to restore the Grantor’s Property as nearly as practical to its condition prior to the undertaking of such work.

JPMORGAN CHASE BANK, N.A. (“JPMorgan”), holder of a certain Mortgage from the Grantor dated February 27, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32129, Page 242 (the “JP Morgan Mortgage”), hereby joins in this instrument for the sole and limited purpose of releasing the rights and easements granted herein, and no other, from the JP Morgan Mortgage. But this release shall in no way affect or impair the right of JP Morgan to hold under the JP Morgan Mortgage, as security for the sums remaining due thereon, all the remainder of the mortgaged premises therein conveyed or described and not hereby released.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has executed this instrument under seal this _____ day of March, 2016.

WITNESS:

HEIDI G. ALMY

DOUGLAS C. SCHNAPP

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

March _____, 2016

Then personally appeared the above-named Heidi G. Almy and Douglas C. Schnapp and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Attorney at Law/Notary Public

Print name

My commission expires: _____

IN WITNESS WHEREOF, the said JPMorgan Chase Bank, N.A. has caused this instrument to be signed and sealed by its duly authorized representative this _____ day of March, 2016.

WITNESS:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Its

STATE OF _____

COUNTY OF _____, ss.

Date: _____

Then personally appeared the above-named _____,
_____ of JPMorgan Chase Bank, N.A. as aforesaid, and
acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity
and the free act and deed of said JPMorgan Chase Bank, N.A.

Before me,

Attorney at Law/Notary Public

Print name

My commission expires: _____

EXHIBIT A

Plan showing Easement Area