

## **EASEMENT DEED**

**TALL TREES CONSTRUCTION CORP.**, a Maine corporation having a mailing address of 30 Preservation Drive, Falmouth, Maine 04105 (the "Grantor") for consideration paid, grants to the **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, certain perpetual, non-exclusive rights and easements, for the purposes described herein, over, under and across a portion of the property of the Grantor located in the Town of Falmouth, Cumberland County, State of Maine described in a Warranty Deed from Eric D. Anderson et al. to the Grantor and recorded in the Cumberland County Registry of Deeds in Book 33583Page 334 (the "Grantor's Property"), said portion of the Grantor's Property subject to said rights and easements being shown as "Sanitary Sewer Easement Granted to the Town of Falmouth" a plan entitled "Tall Trees Development-Sanitary Sewer Easement Sketch" made for Tall Trees Construction Corp. by Land Design Solutions dated February 2017 (the "Plan"), a copy of which is attached hereto as Schedule A and made part hereof, and being more particularly bounded and described as follows (hereinafter, the "Easement Area"):

Beginning at a point on the westerly sideline of Foreside Road, in the Town of Falmouth, County of Cumberland, State of Maine, said point of beginning being located Northerly by said Foreside Road, following a curve to the left having a radius of Six Hundred Fifty-Eight and 98/100 (658.98) feet, an arc distance of Nineteen and 06/100 (19.06) feet from the easterly corner of land now or formerly of G. Richard Polkinghorn and Lizbeth Polkinghorn as described in a deed recorded in the Cumberland County Registry of Deeds in Book 14224, Page 3, said point of beginning also being located N 22°34'56" E a distance of Nineteen and 06/100 (19.06) feet from the said easterly corner of said land of Polkingham.

1) Thence N 34°19'07" W through land designated as "Proposed Parcel 3" (Parcel 3) and land designated as "Proposed Parcel 1" (Parcel 1) as depicted on a plan entitled "Tall Trees Development-Lot Development Plan" made for Tall Trees Construction Corp. by Land Design Solutions dated February 2, 2017 a distance of Three Hundred Eleven and 25/100 (311.25) feet to a point;

2) Thence N 60°12'36" W through said Parcel 1 a distance of Two Hundred Ninety-Five and 97/100 (295.97) feet to a point;

3) Thence N 69°23'44" W through said Parcel 1 and land designated as "Proposed Parcel 2" as shown on said plan a distance of Two Hundred Nineteen and 70/100 (219.70) feet to a point;

4) Thence N 12°10'53" W through said Parcel 2 a distance of Thirty-Four and 00/100 (34.00) feet to a point;

5) Thence Easterly through said Parcel 2 and said Parcel 1, following a curve to the right having a radius of One Hundred Ninety-Seven and 00/100 (197.00) feet, an arc distance of One Hundred Forty-Three and 07/100 (143.07) feet to a point, said point being located S 81°22'32" E a distance of One Hundred Thirty-Nine and 95/100 (139.95) feet from the last described point;

6) Thence S 60°34'11" E through said Parcel 1 a distance of Three Hundred Seventy-Three and 94/100 (373.94) feet to a point of curvature;

7) Thence Southeasterly through said Parcel 1, following a curve to the right having a radius of Three Hundred Seventeen and 00/100 (317.00) feet, an arc distance of One Hundred Sixty-One and 94/100 (161.94) feet to a point of tangency;

8) Thence S 31°18'00" E through said Parcel 1 a distance of Eighty-One and 45/100 (81.45) feet to a point;

9) Thence Southwesterly through said Parcel 1, following a curve to the left having a radius of One Hundred Thirteen and 00/100 (113.00) feet, an arc distance of Sixty-Eight and 78/100 (68.78) feet to a point on the westerly side of said Foreside Road, said point being located S 48°44'15" E a distance of Sixty-Seven and 72/100 (67.72) feet from the last described point;

10) Thence Southerly by said Foreside Road, following a curve to the right having a radius of Six Hundred Fifty-Eight and 98/100 (658.98) feet, an arc distance of Eighty-Eight and 62/100 (88.62) feet to the point of beginning, said point of beginning being located S 17°54'03" W a distance of Eighty-Eight and 56/100 (88.56) feet from the last described point.

Bearings are referenced to grid north, Maine State Plane Coordinate System NAD83, West Zone.

The above described parcel contains 41,158 square feet or 0.94 acres, more or less.

The rights and easements granted herein are for the purpose of constructing and perpetually maintaining through, under and across the Easement Area sewers, sewer pipes, and all related fixtures and appurtenances for conveying sewerage and wastes (excluding the installation of buildings and above ground structures) and include the right to lay, relay, inspect, repair, alter, enlarge and remove the same, together with the right at all times to make connections to improvements located on nearby land by means of sewers, sewer pipes and/or services; and to excavate and fill the Easement Area. Any fill or excavation or other activities by the Grantee shall not materially alter the existing land contours and drainage characteristics within the Easement Area or elsewhere on the Grantor's Property. The Grantee shall retain ownership of the conduits, pipeline, and all other fixtures and appurtenances installed within the Easement Areas by the Grantee in accordance herewith, and shall, by its acceptance of this instrument, remain responsible for the future maintenance, repair and replacement thereof. The Grantee shall have the right to assign the foregoing rights and easements, in whole or in part, to the Portland Water District (the "PWD") or any other party who shall thereafter be subject to all of the terms and conditions hereof, such assignment to be evidenced by an instrument recorded in the Cumberland County Registry of Deeds.

Subject to the terms and conditions contained herein, the rights and easements granted to the Grantee in this instrument shall include the right to: (a) trim, cut down and remove bushes and trees growing within or above the Easement Area; (b) remove grass and crops growing on the Easement Area; and (c) enter upon the Easement Area at any and all times with persons, vehicles and equipment for any of the purposes described herein, all limited to such extent as in the reasonable judgment of the Grantee is necessary for the exercise of the rights and easements granted herein.

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 which shall not materially interfere with the uses thereof by the Grantee, its successors and assigns, and by the general public, 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, which approval shall not be unreasonably withheld, conditioned or delayed.

The Grantee: (a) shall properly undertake all work permitted hereunder within the Easement Area at its sole cost and expense and in such a manner so as to minimize disturbance of Grantor's use and enjoyment of the Grantor's Property; and (b) following the completion of any work hereunder, shall restore any damage to the Grantor's Property and any improvements located thereon, including without limitation, damage to buffering berms, screen trees and other vegetation located within or near the Easement Area, which are disturbed or damaged in connection with such work or related in any way to the exercise by the Grantee of any rights granted herein.

By acceptance of this instrument, the Grantee shall be deemed to have accepted the rights and easements herein and all of the terms, conditions and obligations set forth herein.

The rights and easements granted herein and the terms and conditions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

This conveyance is made subject to all zoning and building restrictions, other rights, easements, covenants, conditions and restrictions of record affecting the Grantor's Property, including without limitation, those matters set forth on a Parcel Development Sketch made for Tall Trees Construction Corp. by Land Design Solutions dated February 2016, a copy of which is attached hereto as Schedule B and made part hereof (including all terms, conditions and notes thereon), and any amendments thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, TALL TREES CONSTRUCTION CORP. has caused this instrument to be executed under seal by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

TALL TREES CONSTRUCTION CORP.

\_\_\_\_\_

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

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

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

Date: \_\_\_\_\_, 2017

Then personally appeared the above named \_\_\_\_\_, the \_\_\_\_\_ as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Tall Trees Construction Corp.

Before me,

\_\_\_\_\_  
Attorney at Law / Notary Public

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

