

CONSTRUCTION AND MAINTENANCE EASEMENT

KNOW BY ALL THESE PRESENTS, THAT, **PHILIP L. FARR**, of the Town of Brooksville, Hancock County, Maine (“Grantor”) for consideration paid, grants unto the **STATE OF MAINE**, by and through its **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, pursuant to 38 M.R.S.A. §1364(7), whose mailing address is 17 State House Station, Augusta, Maine 04333-0017 (“Grantee”), its successors and assigns forever, a construction and maintenance easement, which includes a perpetual, non-exclusive right to enter for all purposes, including ingress and egress by pedestrians and vehicles, and a perpetual, non-exclusive right to install utility services, in order to implement remedial action, and monitor remedial action for the Callahan Mine Superfund Site, said easement being over a portion of land shown as Item No. 2 on a plan prepared by the State of Maine Department of Transportation entitled, “Boundary Survey and site plan of land owned by Smith Cove Preservation Trust, Callahan Mine, Brooksville, Hancock County, Maine”, D.O.T. file No. 5-304, Project Number: PIN 12521.07, dated July 15, 2010, revised through March 2019 and further described in **Exhibit A, Legal Description**, which is attached hereto and made a part hereof (the “Easement Area”).

The Easement in gross conveyed herein includes the perpetual right for the Grantee, the Maine Department of Environmental Protection, its agents, and its contractors, and Federal or State agency representatives or their contractors, including representatives and contractors of the United States Environmental Protection Agency, the United States Army Corps of Engineers, and the Maine Department of Transportation, to enter upon the Easement Area at any time with workers and vehicles and all necessary tools, machinery, and equipment for the following purposes:

1. To construct, maintain, pave, plow, grade, and ditch roads throughout the Easement Area for ingress and egress of vehicles and pedestrians;
2. To construct and maintain any and all utility services (as defined in 33 M.R.S.A. § 458) on or under the Easement Area.
3. To install, construct, maintain, operate, repair, remove, and replace components of the remedial action, including installation and maintenance of stabilization measures using steel piles or other methods, horizontal wells, stormwater basin, drill pads and horizontal wells, well vaults and conveyance piping, drainage control structures and any water quality treatment systems within the Easement Area. Said operation includes the discharge of treated water to a surface water feature. Said operation further includes the drilling, installation, construction, operation, and maintenance of water monitoring wells and other monitoring equipment throughout the Easement Area.

The above-referenced rights granted under this Construction and Maintenance Easement include, but are not limited to: the right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth, and all other obstructions; the right to install and maintain roads,

stabilization measures using steel piles or other methods, horizontal wells, stormwater basin, drill pads and horizontal wells, well vaults and conveyance piping, drainage control structures, and any water quality treatment systems within the Easement Area. Any trees cleared remain property of Grantor for sale or personal use.

Grantor agrees to prohibit any activity on the Easement Area that is inconsistent with the purposes of this Easement and to prohibit any excavation or other alteration to the surface of the Easement Area other than that caused by the forces of nature.

Grantee agrees that access to the Easement Area for installation, construction, maintenance, operation, inspection, and monitoring purposes will be made via publicly owned or maintained access points and not by means of crossing or entering upon Grantor's contiguous property. Grantee further agrees that it shall be responsible for any expenses attributed to the construction, use, and maintenance of any such ways or utilities that it shall install and may not charge Grantor any fee or expense for the maintenance, repair, or use of said ways or utilities. Grantee further agrees that if it shall attempt to limit or inhibit ingress or egress of the public to the Easement Area through the construction of any gates or bars, it shall provide Grantor with the means to cross any said gates or bars.

If in the exercise of the aforesaid rights, privileges, and easement any damage is caused to the contiguous property of the Grantor by the use of said Easement Area or by the gross negligence of the employees or agents of the Grantee, the Grantee, its successors, and it assigns, shall either restore the property damaged to its original condition or pay reasonable compensation for such damage to Grantor.

Meaning and intending to describe an easement to the State of Maine for construction and maintenance purposes over a portion of that land described in a Release Deed from Philip L. Farr, Shawn H. Duffy, and Kelly A. Sommer to Philip L. Farr, dated May 29, 2019 and recorded July 23, 2019 in the Hancock County Registry of Deeds in Book 6966, Page 269.

Witness my hand this _____ day of _____, 2020.

Witness

Philip L. Farr

STATE OF MAINE

County of _____

Date: _____, 2020

Personally appeared the above named Philip L. Farr and acknowledged the foregoing instrument to be her free act and deed.

Notary Public

Printed Name: _____

My commission expires: _____

Preliminary Draft

EXHIBIT A
Legal Description

A certain lot or parcel of land serving as an easement for construction and maintenance purposes, located southeasterly of but not adjacent to Old Mine Road, formerly known as Redman Road, in the Town of Brooksville, County of Hancock, State of Maine, over land now or formerly of Philip L. Farr, as shown as Item No. (2) on a plan by the State of Maine Department of Transportation entitled "Boundary survey and site plan of land owned by Smith Cove Preservation Trust, Callahan Mine, Brooksville, Hancock County, Maine", dated July 15, 2010, revised through March 2019, on file at the Department of Transportation Property Office, being more particularly bounded and described as follows:

BEGINNING at a point marked by a rebar found on the southerly line of land now or formerly (N/F) of Smith Cove Preservation Trust, as described in a deed recorded in Book 1738, Page 77, at the Hancock County Registry of Deeds, said point being the northeasterly corner of land N/F of Lisa J. Hopkins (also known as Lisa Jae), as described in a deed recorded in Book 4011, Page 312, and the northwesterly corner of land N/F of said Philip L. Farr, as described in a deed recorded in Book 6966, Page 269, said point being 802.8 feet as measured along the southerly line of said Trust bearing S 83° 01' 25" E from a 1-inch iron bolt found westerly of the travelled way of Old Mine Road, as all is shown on the aforementioned plan;

THENCE S87°36'12"E, adjoining land N/F of said Trust, a distance of 272.7 feet, to a point marked by an iron rod found, 24 inches high;

THENCE N79°43'33"E, adjoining land N/F of said Trust, a distance of 116.0 feet, to a point marked by a 5/8" rebar set, with cap stamped "PLS 1341";

THENCE N33°17'34"E, adjoining land N/F of said Trust, a distance of 198.96 feet to a point marked by a 5/8" rebar set, with cap stamped "PLS 1341";

THENCE continuing by the same course, adjoining land N/F of said Trust, a distance of nine (9) feet, more or less, to the shore of Goose Pond;

THENCE in a general easterly direction, along the shore of Goose Pond, as the same may run, a distance of 329 feet, more or less, to a point located 279 feet, more or less, along a tie-line bearing N83°39'17"E from the last-mentioned rebar set;

THENCE S03°32'33"E, crossing land N/F of said Farr, a distance of 244 feet, more or less, to a point;

THENCE S66°04'24"W, crossing land N/F of said Farr, a distance of 642 feet, to a point;

THENCE S82°31'04"E, crossing land N/F of said Farr, a distance of 190 feet, more or less, to a point on the easterly line of land N/F of said Hopkins;

THENCE northerly, adjoining land N/F of said Hopkins, a distance of 273 feet, more or less, to the POINT OF BEGINNING.

The above described parcel contains 4.8 acres, more or less.

The bearings used in the above description are based on Grid North, Maine State Planes, NAD83, East Zone.

Preliminary Draft

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