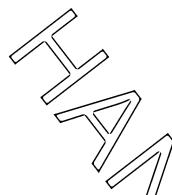
Book: OR 6960 Page: 124 Instrument #: 2019009016

BK: OR 6960 PAGE:124 # OF PGS:3
06/25/2019 01:50:16 PM INSTR# 2019009016
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
eRecorded Document



## EASEMENT DEED

## KNOW ALL MEN BY THESE PRESENTS

That BUCKSPORT GENERATION LLC ("Grantor") of Bucksport, Hancock County, State of Maine, as owner of the parcel designated as "Lot 1" on certain that Subdivision Plan entitled "Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation, LLC 2 River Road — Bucksport, Hancock County, Maine," sheet 1 of 3, dated March 19, 2019, and recorded in the Hancock County Registry of Deeds as Mapfile 46, Number 11 ("Grantor's Property"), for consideration given, grants to THE MAINE WATER COMPANY ("Grantee"), a Maine corporation, having its principal office at 93 Industrial Park Road, Saco, Maine 04072, and its successors and assigns, with quitclaim covenants, the nonexclusive right and easement to erect, bury, install, lay, maintain, repair, rebuild, operate and patrol an underground water supply line, together with all necessary fixtures and appurtenances (collectively, the "Water Line"), within and under a portion of the Grantor's Property that is twenty (20) feet wide, centered on the Water Line, which area is in the location generally depicted on the plan attached hereto as Exhibit A (the "Easement Area"), subject to the terms and conditions of this Easement Deed and of that certain Release and Cross Easement indenture dated May 21, 2019 recorded in Hancock County Registry of Deeds in Book 6951, Page, 621.

Together with the right to dig, flush and operate necessary control valves as Grantee believes may be required for the operation and maintenance of the Water Line; the right to restrict the construction of buildings or structures within the Easement Area; the right to keep the surface of the ground above the buried Water Line free from structures which, in the judgment of Grantee, would interfere with or endanger the proper operation or maintenance of the Water Line; and the right to enter upon a portion for any and all of the foregoing purposes.

Grantor's Property the right to use, or to grant to others the right to use, the subsurface, the surface and air space above the Easement Area for any use or purpose, except as provided in the immediately preceding paragraph. Supplementing the foregoing, Grantor reserves and retains the right to use, or to grant to others the right to use, the roads, driveways and sidewalks, now or hereafter existing within the Easement Area, and the right to construct, maintain, repair, replace and expand the roads, driveways and sidewalks, now or hereafter existing within the Easement Area, and to improve the same with pavement, pavers, or other impervious or semi-impervious surfaces.

Grantee shall notify Grantor, in advance, of any erection, burying, installation, laying, maintenance, repair, rebuilding or other work (hereinafter collectively referred to as "Work") to be performed to the Water Line within the Easement Area at least five (5) business days before the commencement thereof; provided, however, in the case of a total failure of the water service through the Water Line, then such five (5) business day advance notice is not required, and Grantee shall give Grantor such advance notice of such Work as is commercially reasonably under the circumstances. Any Work shall be performed in a good and workmanlike manner (taking into consideration customary construction practices) and in accordance with all



	applicable laws, ordinances and regulations, and shall be prosecuted to completion with due diligence. In the event any lien is filed against Grantor's Property in connection with the Work, such lien shall be removed or bonded within fifteen (15) days after the date of such filing.
•	In connection with the performance of any Work, Grantor hereby grants to Grantee a temporary construction easement over other portions of Grantor's Property to the extent reasonably necessary to perform such erection, burying, installation, laying, maintenance, repair, rebuilding or other work.
	If Grantor's Property or any buildings, structures or other improvements thereon are damaged in connection with or arising out of the performance of the Work, Grantee shall repair, or shall cause the person or entity performing the Work, to repair such damage. Supplementing the foregoing, Grantee shall restore, or shall cause the person or entity performing any Work within the Easement Area to restore, the portion of Grantor's Property affected by the Work to substantially the same condition existing prior to the commencement of such Work (which obligation includes patching, or repaving if reasonably necessary, any pavement or other impervious or semi-impervious surface, and planting or replanting any grass, flowers, bushes, shrubs, trees and other vegetation affected by such work).
	WITNESS his hand and seal this // day of Jule, 2019.
į	Signed, Sealed and Delivered In the presence of  BUCKSPORT GENERATION LLC  By:  Name: Howelf Black Title: Pessioent.
City	COUNTY OF HONTIGORS (( ))
·	On 100, 2019, then personally appeared the above-named 1000 and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Bucksport Generation LLC.
	Before me, Rita Demirinan Notary Public
	RITA  Bar DEMIRJIAN 22  215 854

