

**WATER MAIN EASEMENT**

Know All Men By These Presents, that \_\_\_\_\_ for one dollar and other valuable consideration, does hereby grant to the **Brunswick and Topsham Water District**, a quasi-municipal corporation duly organized under the laws of the State of Maine and having its principal offices in the Town of Topsham, County of Sagadahoc, its successors, and assigns, the permanent right to install, operate, maintain, remove, replace, and repair a water main or mains with such fixtures and appurtenances, including meters, as are from time to time necessary or useful for the supply of water, all under, over and across portions of Grantor's land in the Town of \_\_\_\_\_, County of \_\_\_\_\_, and State of Maine described in that certain deed to Grantor dated \_\_\_\_\_ and recorded at the \_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, which portions are more particularly described as follows:

Twenty (20) foot wide strips of land, the centerline of said strips being defined as extending a distance of ten (10) feet on each side of (a) the centerline of the water main, (b) the centerline of all service lines from the water main to and including the shut off curb, and (c) the centerline of all hydrant laterals to and including the hydrant as installed on said land running through and under

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

all located generally as shown on the plan(s) attached hereto as Exhibit A (the "Easement Property").

**Together with** all other rights necessary or convenient for the full enjoyment and use of the easement rights herein granted, including (without limitation) the rights at all times to trim, cut down and remove bushes, trees, and other vegetation growing on the Easement Property to such extent as in the judgment of Grantee is necessary for any of the above purposes; to use the soil in the Easement Property to such extent as may be necessary to embank said water main and appurtenances; and to enter upon the Easement Property at any and all times for any of the foregoing purposes.

**Reserving to** Grantor, its successors and assigns, agents, tenants, guests, and invitees, the use and enjoyment of the Easement Property for such purposes only as will in no way interfere with the perpetual use of the easements rights herein set forth by Grantee, its successors and assigns; provided that no permanent structure shall be erected on the Easement Property by Grantor, its successors and assigns.

The easement herein granted is transferable, and may be sold, leased, assigned, pledged, and mortgaged by Grantee, and shall be binding upon an inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

**TO HAVE AND TO HOLD** the said granted and bargained easement, privilege, and right-of-way and its appurtenances to the said Grantee and to its successors and assigns forever, to its and their own proper use.

And the Grantor covenants with the said Grantee, its successors and assigns, that he is well seized in fee of the premises, that they are free of all encumbrances and that he has good right to bargain and sell the same in manner and form as is above written. Furthermore, the Grantor does by these presents bind himself, his heirs and assigns forever to **WARRANT AND DEFEND** the above-granted premises to the Grantee, its successors and assigns against all claims and demands whatsoever.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[\_\_\_\_\_]

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

STATE OF MAINE

, SS

, \_\_\_\_\_

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the instrument to be his free act and deed.

Before me,

Notary Public

Print Name:

My Commission Expires: \_\_\_\_\_