

08579

THIS AGREEMENT, made as of the 12 day of May, A.D. 1980, by and between YORK WATER DISTRICT, a quasi-municipal corporation, organized and existing under the provisions of Chapter 8 of the Private and Special Laws of the State of Maine of the year 1929, and located in the Town of York, in the County of York and State of Maine, hereinafter referred to as "the District," as party of the first part, and the INHABITANTS OF THE TOWN OF YORK, MAINE, a municipal corporation organized and existing under the laws of the State of Maine, and located at York, in the County of York and State of Maine, hereinafter referred to as "the Town," as party of the second part

W I T N E S S E T H :

THAT, WHEREAS the District is the owner of a certain land situated in the Town of York, in the County of York and State of Maine, on the north-easterly side of the highway leading from Cape Neddick, in said Town of York, to Emery's Bridge, so-called, in the Town of South Berwick, in said County, and variously known as the George Welch lot, the Samuel W. Norton lot, the Mary A. D. Weare lot and the David Farwell lot, together with a private way leading from said highway across said premises to a point near the top of Agamenticus Mountain, so-called, in said York;

AND WHEREAS the Town is the owner of sundry lots or parcels of land situated on the top and the northwesterly, northerly and northeasterly sides of said Agamenticus Mountain, adjoining, in part, the said land of the District;

AND WHEREAS the Town is in the process of building upon its said lands a public park and recreational area for both summer and winter recreational purposes, and desires to acquire certain rights and easements relative to a right of way for ingress and egress by vehicle or otherwise, a right of way for the maintenance of a power line, so-called, and the use of a parking area, on, over and across said lands of the District for the use and benefit of the said Town, its agents and servants, its patrons or customers,

prospective or otherwise, and any and all persons that may desire to use or patronize the facilities of such recreational area.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by the Town, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements herein contained, it is hereby mutually agreed by the parties hereto as follows:

The District does hereby grant and lease to the Town, for the term and upon the conditions hereinafter set forth, the following described rights and easements, to wit:-

1. An easement for the building, repairing and maintenance of a right of way for ingress and egress by vehicle or otherwise, over and across said lands of the District for the use and benefit of the said Town, its agents and servants, its patrons or customers, prospective or otherwise, and any and all persons that may desire to use or patronize the facilities of such recreational area.

The easement hereby granted and leased shall cover the road that was laid out and built by the U. S. Government during World War II, leading from the above described highway to the top of Agamenticus Mountain. The strip of land hereby made subject to the easement shall be three (3) rods (49½ ft.) in width, except that if any unusual problem of drainage or construction is presented, the width may be increased to four (4) rods (66 ft.).

2. A right of way for the erection, construction, maintenance, repair and/or replacement of a power line, so-called, consisting of poles, wires and such other appurtenances and equipment as are ordinarily used, or may hereafter be used, in the conduct and transmission of electric power, extending from said highway, in a northeasterly direction, to said lands of the Town at or near the top of said Agamenticus Mountain, said power line to commence at said highway, a short distance westerly of the southwesterly terminus of said right of way for vehicles; thence running approximately parallel to the westerly side of said right of way to a point near the former location

of the sentry box or out post used by the U. S. Government during World War II; thence running easterly, across said right of way, to a point in a line of telephone wire, attached to trees, originally strung by the U. S. Government, and presently being used for communication with the forest service tower on said Agamenticus Mountain; thence following the approximate line of said telephone, in a northeasterly direction, in a straight line, to said land of the Town near the top of said Agamenticus Mountain. Said right of way for said power line to include the right to cut down and remove all trees within twenty (20) feet of either side of the line of poles so to be set for said power line, and the right to said Town and its successors in title, to enter upon said strip of land, twenty (20) feet in width on either side of said power line, for the purpose of erection, maintenance, repair and/or replacement of said power line, and the cutting and removing of trees as hereinbefore provided.

3. Also the right to said Town to use, for the purpose of making a parking area, a tract of land approximately two and one-half (2½) acres in area, situated immediately southeasterly of the private way so hereinbefore constructed by the U. S. Government, and wholly enclosed, except on the side adjoining said highway, by a stone wall, said premises being bounded southwesterly by said highway; northwesterly by said former Government right of way, and northeasterly and southeasterly by other lands of the District, together with the right to cut and remove such trees as said Town shall deem proper, and to level the ground of said parking area so far as may be reasonably necessary to fit it for use. Free access from the westerly side of said parking area to said former U. S. Government right of way shall be permitted at any and all times. All of the foregoing privileges and facilities hereby granted and leased to the Town shall be improved, maintained and repaired at the sole expense of the Town, and the said Town shall save the District harmless from any and all claims for loss or damage that may arise for any reason from the use of said right of way or road, power line and/or parking space,

and any or all of them, by the Town, its agents or servants, its patrons, invitees, permittees or any other person or persons whatsoever.

The said Town covenants and agrees that said easements and the road, power line and parking area built, maintained and repaired in accordance herewith, shall not be used or maintained in any way, or by any person, that will contaminate the waters of the great pond known as "Chase's Pond" or "Chase's Lake," from which the District takes its water supply for the Town of York, to the extent that it is dangerous to public health or in any way distasteful or obnoxious to the District or to the takers of the water from said pond.

In the event it is found that any dangerous or obnoxious condition or conditions exist as a result of the maintenance and use of the rights and privileges hereby granted and leased, the Town, upon notice to that effect, shall forthwith correct or remove such condition or conditions, and failing to do so, the District shall have the right to close the said road and parking space and to suspend the use and occupancy of said road and parking space under this easement agreement until such time as said condition is corrected or removed.

By virtue of the rights and privileges herein contained the Town shall have the right to restrict or restrain the use of said road and/or parking space or to limit its use to its agents or servants, its customers or patrons, prospective or otherwise, and for such purpose to bar or obstruct the said road and/or parking space, or to charge a fee for the use of either or both of them, provided, however, that nothing herein contained shall be construed as preventing, restricting, or in any way limiting the District or its agents and servants in the free use and passage on or over said road and parking space at all times for any reason.

In consideration of the rights and privileges hereby granted, the Town further agrees that any portion of the proposed recreational area which lies on the water shed of said "Chase's Pond" shall be so constructed and maintained

so as to prevent any pollution of said pond or of any of the streams tributary thereto.

No commercial enterprise of any kind, other than parking, shall be carried on or conducted in the area hereinbefore provided to be used as a parking area.

4. The rights and privileges hereby granted and leased shall run and exist for a period of fifty (50) years from the date hereof, and shall be subject to renewal, provided that the terms and conditions herein are performed by the Town, provided, however, that if at any time during the term of this agreement, or any renewal thereof, the Town shall cease to own the land to which access is provided by this agreement, this agreement and the easements and rights herein provided shall all become null and void.

5. This agreement shall enure to the benefit of and be binding on the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be sealed with their several corporate seals and executed in the name of their respective Corporations by their duly authorized agents.

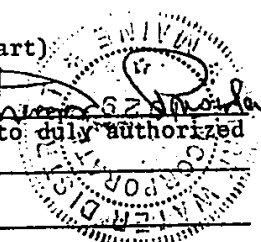
Signed, sealed and delivered in the presence of

David C. McInerney Supt.

David C. McInerney
To All Files

YORK WATER DISTRICT
(Party of the first part)

By *Richard D. [Signature]*
Its President thereunto duly authorized



INHABITANTS OF THE TOWN OF YORK, MAINE
(Party of the second part)

By *David D. [Signature]*
Clarence E. [Signature]
Robert D. [Signature]
Clarence E. [Signature]
Selectmen

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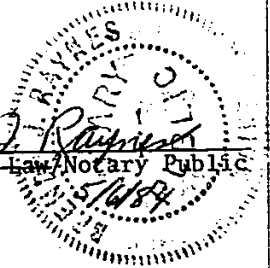
STATE OF MAINE
COUNTY OF YORK ss.

May 12, 1980

Then personally appeared Philip D. d'Entremont, President of the Board of Trustees of the York Water District, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation,

Before me,

Brenda J. Ruppel
~~Justice of the Peace/Attorney at Law/Notary Public~~



York, ss.

Received MAY 13 1980 at 11h.16m. A M
and recorded from the original