

SMALL COMMUNITY GRANT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, That

in the County of _____ and State of _____, in consideration of one dollar (\$1.00) and other valuable consideration paid by _____ a municipal corporation duly organized and existing under the laws of the State of Maine, in the County of _____, the receipt whereof is hereby acknowledged, do hereby grant to the said Municipality, its successors and assigns, an easement and right to enter upon property of the Grantor situated in the Town of _____ and to thereon construct and install a waste water treatment system on said property, with all fixtures and appurtenances necessary thereto, and to do such things on the property as are necessary for any of the above purposes. Upon completion of the installation, the Municipality is granted the right to enter the property and inspect the waste water treatment system. Should such inspection reveal that the system is not being properly maintained or is malfunctioning, and the system is not remedied within a reasonable established timeframe after the property owner has been given due notice, the Municipality shall take whatever action is required to properly maintain the system or correct the malfunction and shall assess a lien against the property until the cost of the corrective action is recovered. Said property being the same property described in Book _____ Page _____ of the County Registry of Deeds.

Entry onto the Grantor(s) property for the purposes as aforesaid shall be only after such reasonable notice to the Grantor(s), his/their heirs or assigns, as is practicable, and ingress and egress is limited to the area so designated on said plan. Reserving to the Grantor(s), his/their heirs, successors and assigns, the use and enjoyment of said property for such purposes as will not interfere with this easement and right, nor the function and use of the said line or system.

The work done under this easement was partially funded by a grant from the Department of Environmental Protection. If the property is sold within four years of the date that this easement is recorded at the Registry of Deeds, the Grantor(s) shall repay a proportionate share of the grant as follows:

<u>Term</u>	<u>Percent of Repayment</u>
First Year	100%
Second Year	75%
Third Year	50%
Fourth Year	25%

Repayment shall be made to the municipality which originally received the grant.

This easement will terminate ten (10) years from the date that this easement is recorded at the Registry of Deeds.

IN WITNESS WHEREOF, the said _____ have hereunto set _____ hand and _____ seal this _____ day of _____ in the year of our Lord two thousand and _____.

Signed, Sealed, and Delivered:

In the Presence of:

STATE OF _____

_____, _____, 20_____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ free act and deed.

Before me,

Justice of the Peace/Notary Public

