Bk 10994 Pg141 #328
01-05-2022 @ 10:47a

16

NOT AN OFFICIAL COPY

DLN: 10021140177837

QUITCLAIM DEED WITH COVENANT

LEWISTON-AUBURN WATER POLLUTION CONTROL AUTHORITY, a quasi-municipal corporation duly organized and existing under the laws of the State of Maine, with an office located at, and a mailing address of 535 Lincoln Street, P. O. Box 1928, Lewiston, ME 04241-1928 (the "Grantor"), for valuable consideration, grants to **ROGER G. GAUTHIER** of 276 Penley Corner Road in Auburn, County of Androscoggin, State of Maine (the "Grantee"), with **QUITCLAIM COVENANT**, a certain lot or parcel of land situated in Auburn, County of Androscoggin, and State of Maine, bounded and described as follows:

MAINE REAL ESTATE TRANSFER TAX PAID

1. Parcel

BEGINNING on the northwesterly sideline of Penley Corner Road at the southerly corner of land now or formerly of Cecilia N. Cholewa as described in a deed recorded in the Androscoggin County Registry of Deeds in Book 771, Page 265;

THENCE N 14° 30' W, along a tree line and wire fence remnants marking the southwesterly line of said Cholewa, about 1,075 feet to an angle in said tree line and wire fence;

THENCE N 37° 15' W continuing along the southwesterly line of land of said Cholewa being marked by a tree line and wire fence remnants, about 400 feet to the westerly corner of land of said Cholewa;

THENCE N 54° 45'E, along the northwesterly line of land of said Cholewa being marked by wire fence remnants, about 1,080 feet to the northerly corner of land of said Cholewa and the southwesterly line of land now or formerly of Roger G. Gauthier, Sr. as described in a deed recorded in said Registry in Book 2519, Page 93;

THENCE N 37° 00' W along the said southwesterly line of Gauthier and land now or formerly of Calvin L. Bowie as described in a deed recorded in said Registry in Book 3399, Page 262, being marked by wire fence remnants, about 1,110 feet to the easterly corner of land now or formerly of Treasure Cay, Inc. as

RP

NOT AN OFFICIAL COPY

described in a deed recorded in said Registry in Book 3275, Page 75;

THENCE S 53° 00' W along the southeasterly line of land of said Treasure Cay, Inc. about 1,310 feet to a brook;

THENCE southerly and southwesterly along said brook and the easterly line of a parcel recently conveyed by Alfred T. Libby to Douglas and Susan Horsman, about 1,670 feet to a brook intersection marking the southerly corner of land of said Horsman;

THENCE southerly and southeasterly, along said brook and the northeasterly line of a parcel retained by Alfred T. Libby, about 780 feet to the southeasterly line of a parcel conveyed to Ernest Libby by deed recorded in said Registry in Book 924, Page 269;

THENCE S 53° 00' W, along the southeasterly line of said parcel retained by Alfred T. Libby and the southeasterly line of said parcel described in Book 924, Page 269 being marked by wire fence remnants, about 550 feet to the northeasterly line of land now or formerly of Fox Ridge, LLC as described in a deed recorded in said Registry in Book 4147, Page 243;

THENCE S 68° 24' 47" E along the northeasterly line of land of said Fox Ridge, LLC about 270 feet to the easterly corner of said Fox Ridge, LLC;

THENCE S 23° 04' 57" W along the southeasterly line of said Fox Ridge, LLC about 105 feet to the northerly corner of land now or formerly of Proprietors of the Free Meeting House of Several Religious Denominations in Danville, hereafter referred to as the "Church Lot" and as described in a deed recorded in the Cumberland County Registry of Deeds in Book 175, Page 314;

THENCE S 67° 00' E, along the northeasterly line of said "Church Lot", about 115 feet to the northerly corner of said "Church Lot".

THENCE S 23° 00' W, along the southeasterly line of said "Church Lot", about 95 feet to the northerly line of Harmons Corner Road;

THENCE southeasterly, easterly and northeasterly, along the northeasterly line of Harmons Corner Road and the northerly and northwesterly line of Penley Corner Road, a total distance of about 2,214 feet to the point of beginning.

Said parcel contains about 110 acres.

NOT
AN
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

All bearings refer to magnetic north as observed in 1997. Bearings rounded off to the nearest 15 minutes reflect approximate field measurements. Bearings to the nearest second reflect property lines taken from a plan entitled "Standard Boundary Survey, Fox Ridge Golf Course", dated December, 1998, prepared by Technical Services, Inc.

NOT
AN
OFFICIAL
COPY

NOT
AN
OFFICIAL
COPY

SUBJECT TO an easement granted by Alfred T. Libby to New Life Fellowship recorded in the Androscoggin County Registry of Deeds in Book 2670, Page 67.

Being the same premises described in the deed from Alfred T. Libby to Lewiston-Auburn Water Pollution Control Authority dated March 15, 1999 and recorded in the Androscoggin County Registry of Deeds (the "Registry") in Book 4204, Page 89.

2. Exception

Excepted from this conveyance are any and all rights that the Grantor may have in and to the following:

A certain lot or parcel of land situated in Auburn, County of Androscoggin and State of Maine, off of the north side of the road leading from the River Road by Theophilus Libby's to Danville Corner (later known as Harmon's Corner Road and now known as Penley Corner Road), abutting and being adjacent to a certain lot or parcel of land described in a deed from Theophilus Libby to the Proprietors of the Free Meeting House of the Several Religious Denominations in Danville dated October 29, 1840 and recorded in the Cumberland County Registry of Deeds in Book 175, Page 314, (also being Parcel One as described in the deed from Liana L. Marston to Rudy M. Wing dated June 3, 2004 and recorded in the Androscoggin County Registry of Deeds in Book 6329, Page 46). The point of beginning for the parcel herein described being the northwest corner of that parcel conveyed to the Proprietors of the Free Meeting House of the Several Religious Denominations in Danville; thence running Northerly a distance of 5 rods 12 ½ feet (95.0') to a point; thence Easterly six rods (99') to a point; thence Southerly 5 rods 12 ½ feet (95.0') to a point on the northerly line of the aforesaid parcel conveyed to the Proprietors of the Free Meeting House of the Several Religious Denominations in Danville; thence Westerly a distance of 6 rods (99') along said Northerly line to the point of beginning.

Being the same premises described as PARCEL TWO in the deed from Liana L. Marston to Rudy W. Wing dated June 3, 2004, and recorded in the Androscoggin

NOT AN OFFICIAL COPY

County Registry of Deeds in Book 6329, Page 46 and being the same premises described in the Confirmatory Deed from Lewiston-Auburn Water Pollution Control Authority to Rudy M. Wing dated December 13, 2021 and recorded in the Registry in Book 10969, Page 235.

3. Reservations

Reserved from this conveyance in favor of the Grantor are the following:

1. The right of first offer more particularly described in Exhibit 1 annexed hereto and made a part hereof; and

2. The conservation easement more particularly described in Exhibit 2 annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 28th day of December, 2021 by its duly authorized General Manager.

Lewiston-Auburn Water Pollution Control Authority

Witness

By: _____
Travis B. Peaslee
Its General Manager

STATE OF MAINE
COUNTY OF ANDROSCOGGIN

December 28, 2021

NOT AN OFFICIAL COPY

Then personally appeared the above-named Travis B. Peaslee and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Authority,

NOT AN OFFICIAL COPY

Before me,

Ronald L. Bissonnette, Esq.
Maine Attorney at Law

H:\DOCS\TITUS\CLIENTS\Lewiston Auburn Water Pollution Control Authority\Penley Corner Road (Beauschene & Gauthier) Closing Documents\Deed Authority to Gauthier (371 Penley).docx

NOT OFFICIAL COPY

Exhibit 1

(Right of First Offer Reserved to Grantor)

Reservation of Right of First Offer

If Roger G. Gauthier, Jr. or his heirs, personal representatives and assigns (the "**Grantee**") intends to sell all or part of the real estate conveyed herein (the "**Real Estate**"), the Grantee shall first offer to sell the same to Lewiston-Auburn Water Pollution Control Authority (the "**Authority**") in the manner described herein. The Grantee shall provide notice to the Authority of the Grantee's intent to sell the Real Estate, reasonably describing the part (if less than all) of the Real Estate the Grantee intends to sell and invite the Authority to make an offer to purchase. If the Grantee and the Authority have not entered into an agreement for the sale and purchase of the Real Estate (or part thereof, if applicable) within thirty (30) days following the Authority's receipt of the Grantee's notice, then the Grantee may sell the Real Estate (or part thereof, if applicable) free of the Authority's right granted herein and the right granted herein shall no longer apply to the Real Estate (or part thereof, if applicable). All notices required or useful hereunder shall be given to the party's last known address (and the address of the party maintained by the Assessor of the City of Auburn shall be deemed adequate for these purposes) (i) by delivery in hand, (ii) by U. S. mail, prepaid, certified, return receipt requested or (iii) by reputable overnight commercial courier. If not sooner terminated, this right shall terminate ninety (90) years following the date of this conveyance of the Real Estate by the Authority to the Grantee. Any person may rely on an affidavit of the Grantee recorded in the Registry setting forth the facts establishing that the right granted herein has terminated or no longer applies to the Real Estate (or part thereof, if applicable).

RGG

NOT OFFICIAL COPY

Exhibit 2

(Conservation Easement Reserved by the Authority in 371 Penley Corner Road)

Reservation of Conservation Easement

Lewiston-Auburn Water Pollution Control Authority (the "**Authority**" which term shall include its successors and assigns) reserves to itself and its successors and assigns an easement (the "**Easement**") relating to the land (the "**Property**") in Auburn, County of Androscoggin, and State of Maine, conveyed by the Authority in this deed. The grantee in this deed, Roger G. Gauthier, Jr., and his heirs, personal representatives and assigns may hereinafter be referred to as the "**Grantees**").

Section 1: Purpose. The purpose (the "**Purpose**") of the Easement is for the Property (a) to remain as active agricultural farm land and (b) to serve as a nuisance buffer for the Authority's Composting Facility located on the land retained by the Authority that is part of the land described in the deed from Roger G. Gauthier, Jr. to the Authority dated June 4, 1992 and recorded in the Androscoggin County Registry of Deeds (the "**Registry**") in Book 2859, Page 209 (the "**Authority Property**").

Section 2: Limitations on Use. This Easement limits the use of the Property in perpetuity to such activities as are consistent with the Purpose of this Easement. Except as otherwise expressly provided in this Easement, any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without intending to limit the prohibitions on uses inconsistent with the Purpose, the following specific covenants, restrictions and limitations shall apply:

2.1: No Subdivision. The Property shall not be subdivided and no portion of or interest in the Property shall be conveyed separately from the remainder of the Property without prior written approval by the Authority.

2.2: Single-Family. The Property shall remain an active agricultural site. No more than one single-family residential dwelling shall be located on the Property at any time.

2.3: Application of Bio-Solids. The Property shall be maintained in perpetuity, unless agreed otherwise in writing by the Authority, as active agricultural farm land and available for land application of certain bio-solids produced by the Authority in conformity with Department of Environmental Protection Order No. S-0060503-SI-C-R, or any subsequent or amended permit or order for this Property. The application of bio-solids shall be done under the supervision of the Authority and only in locations currently approved by the Department of Environmental Protection. The use of the Property shall allow for storage of bio-solids on the Property in accordance with the above referenced Order (DEP license). The Authority will be responsible for any necessary winter access for the purpose of storing biosolids.

NOT NOT
AN AN
OFFICIAL OFFICIAL
COPY COPY

2.4: No Dumping. There shall be no dumping, burning (other than small tree debris), release, burial, injection, or disposal of any type of material on the Property.

2.5: No Commercial Groundwater Extraction. There shall be no commercial groundwater extraction activities on the Property.

NOT NOT
AN AN
OFFICIAL OFFICIAL
COPY COPY

Section 3: No Third-Party Beneficiaries or Public Access. This Easement is reserved exclusively for the benefit of the Authority, its successors and assigns, and for the Authority Property and any future owner of the Authority Property. No other person or entity shall derive any benefit or be entitled to assert any right or claim under this Easement. This Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property.

Section 4: Application Bio-Solids. The Authority reserves the right to continue with land application to and on the Property of bio-solids produced from the Authority's Compost Facility located on the Authority Property and the right to access to the Property for the Authority's bio-solids management contractor and the Authority's agents in the exercise of said reserved rights.

Section 5: Monitoring Wells. The Authority reserves the right to install and maintain groundwater monitoring wells on the Property if required by a regulatory agency, or, if in the sole and absolute judgment of the Authority, the installation and maintenance of such wells is a prudent course of conduct.

Section 6: Entry and Inspection. The Authority and its duly authorized designees or agents reserve the right to enter upon the Property, with reasonable prior notice to the Grantees, to inspect the Property, to determine compliance with the terms and conditions of this Easement and to exercise any of the rights reserved by the Authority.

Section 7: Property Transfers. The Grantees shall notify the Authority in writing no less than twenty-one (21) days before the transfer of title to the Property and shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property:

> **NOTICE:** This Property is Subject to a Conservation Easement recorded in the Androscoggin County Registry of Deeds in Book _____, Page _____.

The failure to comply with the foregoing obligation shall not impair the validity or enforceability of this Easement.

Section 8: Maintenance, Taxes and Assessments. The Authority shall be under no obligation to maintain the Property or to pay any taxes or assessments thereon.

Section 9: Benefits and Burdens. The burden of the Easement reserved herein shall run with the Property and shall be enforceable against all future owners and tenants of the Property in perpetuity. The benefit of the Easement shall run with the Authority Property and may be enforced by the Authority and all future owners of the Authority Property.

Section 10: Notices. All notices, requests and other communication required or permitted to be given under this Easement shall be in writing and shall be delivered (i) in hand, or (ii) by U. S. mail, certified, return receipt requested, or by reputable overnight commercial courier to the address of the party set forth in this deed or at such other address as either party may hereafter designate by notice given to the other party in accordance herewith. If a party has knowledge that any of the foregoing addresses are no longer correct, then notice may be given to the party's last known address (and the address of the party maintained by the Assessor of the City of Auburn shall be deemed adequate for these purposes). Notice shall be deemed to have been given when so delivered or mailed.

Section 11: Breach of Covenants and Restrictions.

11.1: Notice. In the event of a breach of any of the covenants and restrictions contained in this Easement or of conduct by anyone inconsistent with any of the covenants and restrictions contained in this Easement, the Authority may provide written notice of the same to the Grantees in the manner provided herein.

11.2: Cure by Grantees. Within thirty (30) calendar days after receipt of such notice or after otherwise learning of such breach or conduct, the Grantees shall forthwith undertake those actions, including restoration, which are reasonably calculated to cure said breach, or to terminate said conduct, and to repair any damage (collectively, the "**Curative Actions**"). The Grantees shall, within said thirty (30) calendar days promptly notify the Authority of the Curative Actions taken by the Grantees under this section.

11.3: Failure to Cure. If the Grantees fail to take Curative Actions or to notify the Authority of the Curative Actions taken within the time required by the foregoing subsection, the Authority may (but is not under a duty to) undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantees' name or to terminate such conduct. The cost thereof, including, without limitation intended, the Authority's expenses, court costs and reasonable attorneys' fees, shall be paid by the Grantees including the expenses, court costs and reasonable attorneys' fees incurred in enforcing this provision.

11.4: Emergency Action. If the Authority, in the reasonable exercise of its discretion, determines that circumstances require immediate action to prevent or mitigate damages to the Property, or to prevent action or potential action which is determined to be inconsistent with the stated purposes of this Easement, the Authority may (but is not under a duty to) pursue any remedy it deems appropriate to correct such breach, without prior notice to the Grantees or waiting for the expiration of the cure period.

11.5: Enforcement Against Third Parties. The Grantees and the Authority shall have the right, separately or collectively, to pursue all available remedies against any third party responsible for any actions detrimental to the Purpose of this Easement. The Authority is under no duty, however, to take any such action and shall never have any liability of any kind to any person for its negligent or intentional action or failure to act to enforce any provision of this Easement.

11.6: No Waiver. No delay or omission by the Authority in the exercise of any right or remedy reserved to the Authority herein shall impair the Authority's rights or remedies or be construed as a waiver.

Section 12: Severability. If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

Section 13: Merger. The Easement reserved herein is to last in perpetuity, unless stated in writing otherwise by the Authority, and no purchase or transfer of the underlying fee interest in the Property by the Grantees or any successor or assignee shall be deemed to eliminate the Easement, or any portion thereof, under the doctrine of merger or any other legal doctrine.

Section 14: Rule Against Perpetuities. In the event that the Easement or any of the rights reserved by the Authority pursuant to the Easement should be found to violate the Rule Against Perpetuities, then those rights found to be in violation of the Rule Against Perpetuities shall be deemed to expire and terminate ninety (90) years following the date of this deed given by the Authority to the Grantees.

Section 15: Section Headings. Section headings are for convenience only. They are not intended to expand or restrict the scope or the substance of the provisions of this Easement.

Section 16: Gender, Etc. Wherever used in this Easement, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

Section 17: Governing Law. This Easement shall be governed by the laws of the State of Maine.

Section 18: Time. Time is of the essence of the provisions of this Easement.

Section 19: Amendment. This Easement may not be amended, modified or revoked except by a writing recorded in the Registry signed by the party against whom enforcement of the amendment, modification or revocation is sought.

Section 20: Entire Understanding. This is the entire understanding among the parties. There is no other agreement, oral or written, relating to this Easement.

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS