

After recording, please return to:

Otelco
ATTN: Legal Dept.
396 Griffin Road, Suite 110
Bangor, ME 04401

EASEMENT AGREEMENT

_____, with a mailing address of _____ (“Grantor”), being the owner in fee simple of certain property located in the (town/city) of _____, County of _____, State of Maine, more particularly described in Exhibit A attached hereto (the “Property”), for consideration paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to **CRC COMMUNICATIONS, LLC D/B/A OTELCO**, a Delaware Limited Liability Company, with a mailing address of 56 Campus Drive, New Gloucester, ME 04260 (“Grantee”), its successors and assigns forever, the following perpetual, exclusive, assignable easement and right-of-way in, to, upon, over and under the portion of the Grantor’s Property described in Exhibit A attached hereto (the “Easement Area”).

The rights conveyed within the Easement Area include the right construct, reconstruct, operate, maintain, repair, replace and remove telecommunications facilities including, but not limited to, poles, cabinets, conduit, cables, lines, backup electrical sources and fuel, fencing, concrete pads, wiring, electrical connections and any necessary equipment and appurtenances (the “Communication Facilities”); the right to access, use, construct, maintain, relocate, repair, and replace overhead and underground communication, gas, and electrical utilities, including but not limited to conduit, cables, poles, pipes wires and all other equipment necessary for the provision of utilities to the Communications Facilities; the right to transmit data and information to and from said Communication Facilities; and the right, but not the obligation, to clear and dispose of trees and other growth in, on, or around the Easement Area that, in Grantee’s sole discretion, may interfere with the access, construction, reconstruction, operation, maintenance, repair, replacement and/or removal of Grantee’s Communications Facilities;

Grantee shall have the right to enter upon Grantor’s Property at any time for the purposes of accessing the Easement Area with all persons, vehicles, machinery, equipment, and tools necessary to construct, maintain, operate, repair, rebuild and remove the Communications Facilities.

Grantor covenants and agrees that it will not excavate below the surface of the ground, erect, or maintain or permit the erection or maintenance of any permanent or temporary structure, of any kind or nature, within the Easement Area, any or all of which in the sole opinion of the Grantee would endanger or interfere with the exercise of any of the rights or privileges herein conveyed.

The Communications Facilities and all other improvements constructed or installed by Grantee shall remain the property of Grantee and be removable at the option of the Grantee. If at such time Grantee determines that it no longer needs to maintain the Communications Facilities on Grantor’s Property, Grantee shall remove the Communications Facilities and shall execute and record a termination of this Easement.

The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his and seal the day and year written below.

GRANTOR:

(NAME)

By: _____

Printed Name: _____

Date: _____

STATE OF MAINE

County of _____, ss. _____, 2021

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

Notary Public

Print Name: _____

My Commission Expires: _____

Exhibit A

This exhibit should contain a written description of the easement area, including the area where utilities will traverse the property to the equipment, with a reference to the book and page for the underlying deed. The written description should be accompanied by a drawing depicting the easement area.