

Schoodic Lake Association Year-Round Water Access Point Policy and Project Approval

The purpose of this Policy is to establish formal procedure for gaining the Approval of the Schoodic Lake Association Board of Directors as required by the Maine Land Use Planning Commission (LUPC).

The Maine Land Use Planning Commission requires application for and issuance of LUPC Permit to install a year-round water access point. Part of LUPC's permit approval process requires the Approval Grantee to seek approval from the Schoodic Lake Association Board of Directors as owner of the flowage rights of Schoodic Lake. In consideration of the planned year-round water access point request for Approval, the Board's review shall consider but not be limited to the Approval Grantee's planned installation, method(s) of construction and potential impact on the shoreline and lakebed, water quality, adjacent landowners, fish and fish spawn.

Project Approval shall be granted only when the Board is satisfied that the permitted Activity shall not be inconsistent with the purpose of protecting and preserving the scenic, recreational and other environmental values of Schoodic Lake consistent with the Mission Statement of the Schoodic Lake Association.

When granted by a majority of the Board of Directors, the attached PROJECT APPROVAL shall be executed by the President of the Board of Directors or his or her designee and conveyed to the Approval Grantee with a copy, signed and dated by the Approval Grantee filed with the Recording Secretary of the Board of Directors.

Definitions:

1. Year-round water access point – any water pipe, tube or conduit through which a water pipe or tube may be inserted, which installation remains in the lake during the winter.
2. Approval Grantor – The Schoodic Lake Association Board of Directors.
3. Approval Grantee – The property owner whose residence, either seasonal or year-round, and lot on which the residence is situate, and which borders a portion of the shore of Schoodic Lake.
4. Activity – The installation of a year-round access point with associated construction and restoration.

SCHOODIC LAKE ASSOCIATION

PROJECT APPROVAL

Effective [insert date] the Schoodic Lake Association (Approval Grantor) with an address of PO Box 37, Milo, ME 04463 hereby grants Approval to [insert Approval Grantee name, address and lot number], Approval Grantee, to proceed with application to the Maine Land Use Planning Commission (LUPC) to install a year-round water access point (Activity) in Schoodic Lake at property located [insert property location].

WHEREAS Approval Grantor is the owner of flowage rights on all lands below the highwater mark in and around Schoodic Lake; and

WHEREAS both Approval Grantor and Approval Grantee acknowledge that this Approval, while required for LUPC permitting purposes, is not a conveyance of any interest in lands or water but rather consists of Approval to proceed with the required LUPC permit process to install a waterline through the shoreline and lakebed of Schoodic Lake in an area adjacent to the Approval Grantee's shoreline for purposes of drawing water for residential use only; and

WHEREAS Approval Grantor and Approval Grantee agree that the Activity is not inconsistent with the purpose of protecting and preserving the scenic, recreational and other environmental values of Schoodic Lake;

NOW, THEREFOR, in consideration of Approval Grantor's grant of Approval to the Approval Grantee to conduct the Activity identified in the LUPC permit and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Approval Grantee hereby agrees to the following conditions:

1. Approval Grantee acknowledges that this Approval applies only to the Activity authorized by this request and the resulting LUPC permit.
2. Approval Grantee's conduct of the Activity shall comply with all applicable federal, state and local laws, rules, regulations, orders and ordinances, as well as any applicable regulations of Approval Grantor.
3. Approval Grantee shall supply Approval Grantor with documentation of properly obtained permits prior to commencing the Activity.
4. In the event that any hazardous substance, including but not limited to oil and fuel, as defined under hazardous materials by the Maine Department of Environmental Protection are introduced into the area and/or into the waters adjacent to the area in connection with or during the course of the Activity, Approval Grantee shall notify the appropriate state, local and federal agencies as required by law and shall, within eight (8) hours of the

occurrence of such event, contact a representative of the Approval Grantor at the following telephone number: 207-279-0220 and within three (3) business days, provide written notice to the Approval Grantor at the address set forth in the paragraph 1 above or such other address as Approval Grantor may provide under the terms of this Approval. Failure to do so may result in the immediate revocation of this Approval by the Board of Directors.

5. In the event that archaeological artifacts are uncovered in the area during the conduct of the Activity authorized under this Approval, the Approval Grantee shall immediately cease the Activity and notify the Maine Historic Preservation Office and the Approval Grantor. Approval Grantor shall receive notice from Approval Grantee by telephone at the contact number provided in paragraph 3 above and in writing at the address set forth in paragraph 1 above or such other address as Approval Grantor may provide under the terms of this Approval.
6. Approval Grantee shall not lease, sublet, license, assign or otherwise grant any rights under this Approval to others without the Approval Grantor's prior written consent which consent may be conditioned, granted or withheld as the Approval Grantor deems appropriate in its sole and absolute discretion.
7. Approval Grantee's conduct of the Activity described in the LUPC permit shall be at the Approval Grantee's sole risk and expense and the Approval Grantee assumes all risks of the Activity. Nothing in this Approval shall be construed to create any duty or standard of care on the part of, or impose any liability upon the Approval Grantor. The Approval Grantee hereby releases and discharges the Approval Grantor from all claims, demands or damages which the Approval Grantee may have or allege to have against the Approval Grantor as a result of this Approval, or created by or arising out of the Approval Grantee's conduct of Activity outlined in the LUPC permit. The Approval Grantee shall indemnify, protect, defend and hold harmless the Approval Grantor, affiliates, and officers, directors and employees (collectively The Schoodic Lake Association) from and against any and all claims, actions, damages, costs, taxes, fees, liabilities and expenses of any nature, including sickness, injury and/or death of persons, damages to property, court costs and reasonable attorney's fees, arising from or in connection with the conduct of the Activity under this Approval, and act or omission by the Approval Grantee in conducting the Activity. Approval Grantee's obligations under this paragraph shall survive completion of the Activity under this Approval or other termination of this Approval.
8. Approval Grantee acknowledges that the water levels of Schoodic Lake are subject to fluctuation and agrees that the Approval Grantor has the

right and discretion to regulate water levels of Schoodic Lake in accordance with its flowage rights resulting from ownership of the Outlet Dam.

9. Approval Grantee agrees that (i) the Activity shall not endanger health, create a nuisance or otherwise be incompatible with overall enjoyment of property rights of others; (ii) Approval Grantee shall take all reasonable precautions to ensure that the Activity will occur in a manner that will protect the scenic, recreational and environmental values of Schoodic Lake.
10. Approval Grantor may revoke this Approval at any time prior to receipt of the required LUPC Permit for cause if the planned Activity is discovered to be different than described.

The Terms and Conditions of the foregoing Project Approval are agreed by:

APPROVAL GRANTEE Printed Name

APPROVAL GRANTEE Signature

Date

APPROVAL GRANTOR Printed Name

APPROVAL GRANTOR Signature

Date

President or Vice President, Schoodic Lake Association