

**BOOTHBAY HARBOR SEWER DISTRICT  
PUMP STATION FENCING MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of Trustees of the Boothbay Harbor Sewer District also known as the "District" and \_\_\_\_\_ (hereinafter referred to as the "Developer").

**WITNESSETH**

WHEREAS, the Developer has conveyed or is about to convey to the District that certain wastewater pump station site more particularly described in Exhibit "A" attached hereto (the Pump Station Site); and

WHEREAS, the Developer has constructed or is about to construct a security/privacy fence along the perimeter boundary of said Pump Station Site; and

WHEREAS, the Developer has agreed to maintain said fence until such time as the \_\_\_\_\_ assumes said maintenance;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Developer does hereby covenant and agree with the District that it will maintain, at the Developer's sole cost and expense, the privacy/security fence constructed or to be constructed along the perimeter boundary of the Pump Station Site. At such time as the \_\_\_\_\_ has assumed, by binding agreements, the maintenance of said privacy/security fence, the Developer shall be relieved of said obligation by the District.

FURTHERMORE, the District shall remove fence and install chain-link fence meeting current requirements if fence is not properly maintained. Cost shall be paid by Developer or assigns.

THIS Agreement may not be amended or modified without the prior written consent of both the Developer and the District.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

BOOTHBAY HARBOR SEWER DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: Chairman