

Majestic Woods Phase II Homeowner's Association  
P.O. Box 675  
Windham, ME 04062

Chandler Todd, President

## MAINTENANCE GUARANTEE AGREEMENT

August 6, 2025

Mr. Robert Burns, Town Manager  
Town of Windham  
8 School Road  
Windham, ME 04062

RE: Revolution Drive Maintenance Guarantee Agreement between Majestic Woods Phase II Homeowner's Association and the Town of Windham

Dear Mr. Burns,

The Majestic Woods Homeowner's Association ("the Association") hereby issues its road workmanship guarantee in the amount of twenty-two thousand and 00/100 (\$22,000.00) (the Stated Amount). The Town of Windham may draw upon the cash escrow account by presentation of a sight draft in the event that the Town determines that the workmanship and durability of all materials used in the construction of the roadway, curbing, esplanades, sidewalks, sanitary sewerage systems, storm drainage systems, street lighting, tree planting, and other public improvements located with the right-of-way became defective within one (1) year period from the date of acceptance, as determined by the Public Works Director or Town Engineer in [§120-911M\(6\)](#). The said draft shall be accompanied by a written statement that the Association has failed to maintain the design and construction standards of the street. The said draft shall be signed by the Town Manager.

This agreement will automatically terminate on August 12, 2026.

Drafts drawn upon this account must be for this particular subdivision and to complete any work that is outlined above and that was not completed by August 12, 2026, including the Association's construction of drainage facilities within the cul-de-sac of the road. Furthermore, drafts must be accompanied by an itemized estimate showing the costs of work to be completed. The draft shall be presented to the association's president at the time. Any demand for payment hereunder shall not exceed the Stated Amount.

This agreement sets forth in full terms the workmanship guarantee of street acceptance and shall not in any way be amended or amplified by reference to any document, instrument, or agreement referred to herein. This agreement is not transferable or assignable.

Sincerely,

Chandler Todd  
President