

EASEMENT and RIGHT OF FIRST REFUSAL

Easement

53 TANDBERG TRAIL, LLC, a Maine limited liability company with a mailing address of P.O. Box 957, Windham, Maine 04062 (the “Grantor”), hereby grants to the **TOWN OF WINDHAM**, a municipal corporation organized and existing under the laws of the State of Maine, (the “Grantee”), whose mailing address is 8 School Road, Windham, Maine 04062, certain perpetual, non-exclusive rights and easements to enter at any and all times with persons, vehicles and equipment upon certain portions of the Grantor’s property located at or near 53 Tandberg Trail, Windham, Cumberland County, Maine being more particularly described in a deed from Earl M. Christensen, Jr. and Linda B. Christensen to Grantor dated August 29, 2022 and recorded in the Cumberland County Registry of Deeds in Book 39680, Page 199 (the “Grantor’s Land”). Specifically:

1. Such portions of Grantor’s Land being approximately depicted as “Easement No. 1 to Town of Windham, Area = 205,182 S.F., 4.71 Acres” on a plan entitled “Easement Description – Town of Windham, Maine of Robin Lane Property made for the Town of Windham by Sebago Technics dated July 24, 2025 and revised through October 1, 2025 [project 240737]” (the “Easement Plan”) and more particularly described in **Exhibit A** attached hereto and incorporated herein (hereinafter, the “Disposal System Easement Area”), for purposes of inspecting, installing, using, maintaining, repairing and replacing a drip dispersal-type wastewater disposal system, or other type of sewer treatment facility of similar size and scope, including but not limited to a leach field, and all related utilities, pump stations, pipes, lines, fixtures and appurtenances related thereto (collectively, the “Disposal System”); and
2. Such portions of Grantor’s Land being approximately depicted as “Easement, Centered on Roadway and Utility Easements, to Town of Windham. Area = 35,643 S.F., 0.82 Acres” on the Easement Plan and more particularly described in **Exhibit B** attached hereto (the “Sewer Installations Easement Area” and together with the Disposal System Easement Area the “Easement Areas”) necessary to install certain sewer drain lines, laterals, pump stations, service connections, and other customary public sewer system features and fixtures necessary to connect parcels abutting Grantor’s Land to the existing public sewer system owned and maintained by Grantee (the “Sewer Installations”).

The rights granted to Grantee herein shall further include the right to pass and repass over the driveway leading from Tandberg Trail to the Easement Areas, and to expand, extend, and resurface said driveway to the extent reasonably necessary in connection with the exercise of the rights granted to Grantee herein.

The rights granted to Grantee herein shall further include the right to cut down, eliminate, modify or trim trees, vegetation or roots within the Easement Areas to the extent they may, in the judgment of Grantee, interfere with Grantee’s exercise of the rights granted

herein. Grantee shall make reasonable efforts to notify Grantor in advance of the exercise of the rights set forth in this paragraph. Notwithstanding the foregoing, Grantee may regularly mow within the Disposal System Easement Area without notifying Grantor in advance thereof.

Grantee shall remain the owner of, and shall be solely responsible for the maintenance, repair and replacement of the Disposal System, as well as all Sewer Installations, except as otherwise provided by law, ordinance, or regulation.

Reserving to Grantor, and their heirs and assigns, the use and enjoyment of the Easement Areas for all purposes not inconsistent with, and not materially interfering with, the uses thereof by Grantee for the purposes herein described, provided, however, that Grantor shall not construct or maintain any additional buildings, fences, walls, stonework, utilities, equipment, structures or other improvements within said Easement Areas without the prior written consent of Grantee.

Grantee shall, following the completion of any work within the Easement Areas that disturbs the surface of the land, restore the same to substantially the condition existing prior to the undertaking of such work.

As partial consideration for the grant of this easement, Grantee covenants that the Disposal System Easement Area shall be considered part of Grantor's net residential area for purposes of maintaining and potentially expanding the mobile home park located on Grantor's Land, notwithstanding Section 120-541.B of the Town of Windham Code of Ordinances, as may be amended.

Right of First Refusal

Grantor hereby grants to Grantee a right of first refusal (the "Right of First Refusal") to purchase all right, title and interest held by Grantor in Grantor's Land for the price and subject to other terms and conditions as are set forth below.

Any requirement of notice to any party contained herein shall be deemed satisfied by sending written notice to the address of the recipient party set forth above via (a) Registered or Certified United States Mail, return receipt requested, or (b) hand delivery.

In the event that the Grantor receives a bona fide third party offer to purchase the Grantor's Land, Grantor shall give Grantee notice of its receipt of such offer to purchase the Grantor's Land (the "Offer Notice"). Grantee shall have a period of ninety (90) days from the date of receipt of the Offer Notice to elect to purchase the Grantor's Land for the same purchase price and upon substantially the same terms as such bona fide third party offer by delivering written notice to the Grantor of its election to do so (the "Election Notice"). All costs of the exercise of the Right of First Refusal, including, without limitation, any filing or recording fees and applicable transfer taxes, shall be paid by Grantee. If Grantee fails to deliver the Election Notice within ninety (90) days of

receipt of the Offer Notice, then this Right of First Refusal shall automatically and permanently terminate.

Within fifteen (15) days of delivery of the Election Notice, Grantor and Grantee shall enter into a written contract for the purchase and sale of the Grantor's Land in accordance with the terms of this agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area in which the Grantor's Land is located.

Grantor's right, title and interest in Grantor's Land shall be conveyed by Quitclaim Deed with Covenant, subject to such liens, encumbrances and parties in possession as shall exist as of the date of the Closing.

The rights and easements granted herein and the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns, and this Easement and the terms hereof shall run with Grantor's Land.

[signature page follows]

IN WITNESS WHEREOF, this instrument has been executed in the name of 53 TANDBERG TRAIL, LLC as of the _____ day of _____, 2025.

53 TANDBERG TRAIL, LLC

Witness

By:
Its:

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, 2025

Personally appeared the above-named _____, in their capacity as _____ of 53 Tandberg Trail, LLC and acknowledged the foregoing instrument to be their free act in said capacity and the free act and deed of said 53 Tandberg Trail, LLC.

Before me,

Notary Public/Maine Attorney-at-Law

Print name: _____

My commission expires: _____

[signature page - Easement and Right of First Refusal]

EXHIBIT A

A certain easement located southerly of and adjacent to Robin Lane in the Town of Windham, County of Cumberland, and State of Maine, and being more particularly bounded and described as follows:

Beginning at a 3/4" rebar at the southerly corner of land now or formerly of Jay P. Hackett as described in a deed recorded at the Cumberland County Registry of Deeds in Book 13193, Page 183 and the northwesterly sideline of land now or formerly of the Town of Windham, known as the Arlington Cemetery;

Thence S 74°51'59" W by said Arlington Cemetery, a distance of 537.17 feet to a capped rebar "Wayne T. Wood" and other land now or formerly of the Town of Windham as described in a deed recorded at said Registry in Book 13422, Page 13;

Thence N 39°50'22" W by said other land of Town of Windham, a distance of 230.32 feet;

Thence N 18°02'00" E through land of the Grantor, a distance of 339.13 feet;

Thence S 86°11'02" E through said land of the Grantor, a distance of 58.06 feet;

Thence S 87°13'25" E through said land of the Grantor, a distance of 196.95 feet;

Thence S 74°38'30" E through said land of the Grantor, a distance of 50.48 feet;

Thence S 33°59'24" E through said land of the Grantor, a distance of 52.99 feet;

Thence S 13°20'14" E through said land of the Grantor, a distance of 215.90 feet;

Thence N 76°39'46" E through said land of the Grantor, a distance of 150.84 feet to said land of Hackett;

Thence S 15°36'12" E by said land of Hackett, a distance of 117.42 feet to the **Point of Beginning**.

Meaning and intending to describe the easement #1 as shown on a plan titled "Easement Description – Town of Windham, Maine" of Robin Lane Property made for the Town of Windham by Sebago Technics dated July 24, 2025 and revised through October 1, 2025 [project 240737]. Further reference may be had to a Plan of Land on Tandberg Trail made for James Cummings by Wayne T. Wood & Co. dated February 2023 [Job No. 222145].

EXHIBIT B

A certain easement or right of way located southerly of and adjacent to Tandberg Trail, also known as Route 35, in the Town of Windham, County of Cumberland, and State of Maine, and being more particularly bounded and described as follows:

Beginning at a point on the southerly side of Tandberg Trail at a point located N 89°02'12" E a distance of 86.18 feet from the northeasterly corner of land now or formerly of G & K Motors, Inc. as described in a deed recorded at the Cumberland County Registry of Deeds in Book 16680, Page 287;

1. Thence N 89°02'12" E by said Tandberg Trail a distance of 25.05 feet;
2. Thence S 04°35'05" E through land of the Grantor a distance of 316.22 feet;
3. Thence S 86°11'02" E through said land of the Grantor a distance of 180.66 feet;
4. Thence N 01°03'01" E through said land of the Grantor a distance of 181.95 feet to the southerly side of land now or formerly of 57 Tandberg Trail, LLC as described in a deed recorded in said Registry in Book 34442, Page 67;
5. Thence N 89°40'12" E by said land of 57 Tandberg Trail, LLC a distance of 46.47 feet to a 5/8" rebar on the westerly side of land now or formerly of Rustlers Real Estate Holdings, LLC as described in a deed recorded at said Registry in Book 38997, Page 176;
6. Thence S 01°58'02" E by said land of Rustlers Real Estate Holdings, LLC a distance of 25.01 feet;
7. Thence S 89°40'12" W through said land of the Grantor a distance of 22.78 feet;
8. Thence S 01°03'01" W through said land of the Grantor a distance of 158.54 feet;
9. Thence S 87°13'25" E through said land of the Grantor a distance of 187.46 feet;
10. Thence S 74°38'30" E through said land of the Grantor a distance of 42.50 feet;
11. Thence N 26°16'59" E through said land of the Grantor a distance of 149.38 feet to the southerly side of land now or formerly of 744 Roosevelt Trail, LLC as described in a deed recorded at said Registry in Book 29444, Page 210;
12. Thence N 81°58'27" E by said land of 744 Roosevelt Trail, LLC a distance of 56.00 feet to the westerly side of land now or formerly of Sykea Realty, II, LLC as described in a deed recorded at said Registry in Book 37024, Page 231.
13. Thence S 15°36'12" E by said land of Sykea Realty, II, LLC a distance of 20.18 feet;
14. Thence S 81°58'27" W through said land of the Grantor a distance of 48.10 feet;
15. Thence S 26°16'59" W through said land of the Grantor a distance of 135.23 feet;
16. Thence S 33°59'24" E through said land of the Grantor a distance of 66.39 feet;
17. Thence S 13°20'14" E through said land of the Grantor a distance of 220.46 feet;
18. Thence S 76°39'46" W through said land of the Grantor a distance of 25.00 feet;
19. Thence N 13°20'14" W through said land of the Grantor a distance of 215.90 feet;
20. Thence N 33°59'24" W through said land of the Grantor a distance of 52.99 feet;
21. Thence N 74°38'30" W through said land of the Grantor a distance of 50.48 feet;
22. Thence N 87°13'25" W through said land of the Grantor a distance of 196.95 feet;
23. Thence N 86°11'02" W through said land of the Grantor a distance of 215.47 feet;
24. Thence N 04°35'05" W through said land of the Grantor a distance of 339.38 feet to the **Point of Beginning**.

Meaning and intending to describe the 25-foot wide and 20-foot wide easement shown on a plan titled “Easement Description – Town of Windham, Maine” of Robin Lane Property made for the Town of Windham by Sebago Technics, dated July 24, 2025 and revised through October 1, 2025 [project 240737]. Further reference may be had to a Plan of Land on Tandberg Trail made for James Cummings by Wayne T. Wood & Co. dated February 2023 [Job No. 222145].