

## **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT is entered into as of the \_\_\_\_ day of December, 2015, by and between the WINDHAM ECONOMIC DEVELOPMENT CORPORATION, a non-profit corporation duly organized and existing under the laws of the State of Maine, with a principal place of business in Windham, Maine (“Grantor”) and the TOWN OF WINDHAM, a Maine municipality, having a place of business at 8 School Road, Windham, ME 04062 (“Grantee”).

Reference is made to the following facts which constitute the background to this instrument:

A. Grantor is the owner of a certain parcel of land located in the Town of Windham, Cumberland County, Maine shown as “Windham Map 80, Lot 66” on a certain plan entitled “Existing Conditions & Boundary Survey Plan” prepared for Windham Economic Development Corporation by Main-Land Development Consultants, Inc., last revised on December 17, 2015, Project: Anglers Road Development, Drawing No. S1.1 (the “Plan”), and also being a portion of the land conveyed to Grantor by a Warranty Deed dated December 30, 2009 and recorded in Cumberland County Registry of Deeds in Book 27503, Page 221 (the “WEDC Property”);

B. Grantee is the owner of a certain parcel of land shown as “Proposed Conveyance To The Town Of Windham” on the Plan and described in a deed from Grantor to Grantee to be recorded on near or even date herewith; and

C. Grantor desires to grant to Grantee certain stormwater drainage easement rights over a portion of the WEDC Property as hereinafter set forth.

NOW, THEREFORE, for One Dollars (\$1.00) and other good and valuable consideration in hand this day paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT to Grantee the perpetual right and easement (i) to construct, maintain, repair and replace a stormwater bioinfiltration basin within that portion of the WEDC Property described on Exhibit A attached hereto and made a part hereof and shown as “Proposed Bioinfiltration Basin Easement” on the Plan attached hereto as Exhibit B and made a part hereof (the “Easement Area”); and (ii) to collect surface and groundwater drainage from adjoining property and to discharge the same in and through the Easement Area hereinabove described.

Grantee agrees to (i) comply with any and all laws regarding stormwater discharge; (ii) be responsible for any charges (including any fines or penalties), payments or improvements or

mitigations associated with or required as a result of the stormwater discharge and any adverse impact on water quality or lands of third parties; (iii) take responsibility for obtaining any and all requisite permits in connection therewith; and (iv) promptly and fully remediate any unlawful discharges from or onto the Easement Area.

Grantee agrees to indemnify and hold harmless Grantor and all those claiming by, under or through Grantor from all loss, claim, cost, damage and expense for damage to persons or property arising out of the use by Grantee, and all parties claiming by, through or under Grantee, of the rights and easements granted herein, except as and to the extent that any such loss, claim, cost, damage or expense is the result of the negligence of Grantor, or any party acting by, through or under Grantor.

Whenever any work is to be performed by Grantee on WEDC Property pursuant to the provisions of a right or easement granted hereunder, such work shall be performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction thereover and with all necessary permits and approvals having been issued therefore.

Except in cases of emergency, whenever Grantee shall intend to enter upon WEDC Property to perform any work pursuant to the provisions hereof, Grantee shall give Grantor reasonable advance notice, either by telephone or in writing, of its intent to enter upon such property, the manner and extent of such entry, and the reasons therefore.

The rights and easements created hereby shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns, as owners of the respective parcels benefiting from and burdened by the respective rights and easements created herein.

This Easement Agreement shall be governed by the laws of the State of Maine, as the same may now exist or as may be hereafter enacted.

Executed as an instrument under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

GRANTOR:

SIGNED, SEALED and DELIVERED  
in presence of:

WINDHAM ECONOMIC  
DEVELOPMENT CORPORATION

By \_\_\_\_\_  
PRINT \_\_\_\_\_  
ITS \_\_\_\_\_

STATE OF MAINE  
Cumberland, ss.

December \_\_\_, 2015

Then personally appeared the above named \_\_\_\_\_, as \_\_\_\_\_  
of Windham Economic Development Corporation and acknowledged the foregoing instrument to  
be his free act and deed and the free act and deed of Windham Economic Development  
Corporation.

Before me,

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Affix Notarial Seal Here

GRANTEE:

SIGNED, SEALED and DELIVERED  
in presence of:

TOWN OF WINDHAM

\_\_\_\_\_  
By \_\_\_\_\_  
PRINT \_\_\_\_\_  
ITS \_\_\_\_\_

STATE OF MAINE  
Cumberland, ss.

December \_\_\_, 2015

Then personally appeared the above named \_\_\_\_\_, as \_\_\_\_\_  
of the Town of Windham and acknowledged the foregoing instrument to be his free act and deed  
and the free act and deed of the Town of Windham.

Before me,

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Affix Notarial Seal Here

**Exhibit A**  
Bioinfiltration Basin Easement  
0.2+- Acres

A certain Bioinfiltration Basin Easement, situated on the southerly side of Anglers Road, so-called, in the Town of Windham, County of Cumberland, and State of Maine, being more particularly bounded and described as follows, to wit:

Beginning at a point on the said southerly side of Anglers Road, said point being South 44 degrees-39 minutes- 23 seconds West, along the said southerly side of Anglers Road, a distance of fifty-four and twenty-six hundredths (54.26) feet from the northwesterly corner of land now or formerly of Chaffin Pond Abode, LLC (Book 31554, Page 49);

Thence, from the Point of Beginning, South 45 degrees-19 minutes- 26 seconds East, a distance of forty-five and zero hundredths (45.00) feet to a point;

Thence, South 44 degrees-13 minutes- 41 seconds East, a distance of two hundred and zero hundredths (200.00) feet to a point;

Thence, North 45 degrees-46 minutes- 19 seconds West, a distance of thirty-eight and ninety-three hundredths (38.93) feet to a point on the southerly side of land to be conveyed to the Town of Windham;

Thence, generally northeasterly along said land to be conveyed to the Town of Windham and by a circular curve deflecting to the left, a distance of ninety-seven and seven hundredths (97.07) feet to a point, said curve having a radius of three hundred twenty-five and zero hundredths (325.00) feet, and a chord bearing North 41 degrees-25 minutes- 46 seconds East, a distance of ninety-six and seventy-one hundredths (96.71) feet;

Thence, North 32 degrees-52 minutes- 23 seconds East, along said land to be conveyed to the Town of Windham, a distance of thirty-six and forty-two hundredths (36.42) feet to a point on the said southerly side of Anglers Road;

Thence, North 49 degrees-56 minutes- 23 seconds East, along the said southerly side of Anglers Road, a distance of fifty-seven and sixty-five hundredths (57.65) feet to a point;

Thence, North 44 degrees-39 minutes- 23 seconds East, along the said southerly side of Anglers Road, a distance of ten and sixty-nine hundredths (10.69) feet to the Point of Beginning;

The above-described easement contains 0.2+- acres.

All bearings are referenced to Maine State Grid, West Zone, NAD83.

All Book and Pages refer to the Cumberland County Registry of Deeds.

Meaning and intending to describe the easement area for a bioinfiltration basin located on a parcel of land conveyed from R & T Enterprise, LLC to Windham Economic Development Corporation by deed dated December 30, 2009 and recorded in Cumberland County Registry of Deeds in Book 27503, Page 221.

Reference is herein made to a plan entitled "Existing Conditions & Boundary Survey Plan" prepared for Windham Economic Development Corporation by Main-Land Development Consultants, Inc., last revised on December 17, 2015, Project: Anglers Road Development, Drawing No. S1.1.