

RELEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into this 7 day of May, 2018, by and between the **Town of Windham**, a municipal corporation located in the County of Cumberland, State of Maine (hereinafter the "Town"), and Portland Natural Gas Transmission System, with a mailing address of 18 Commons Avenue, Windham, ME 04062 (hereinafter collectively the "Owner").

WHEREAS, the Town desires to further the training of its firefighters by conducting fire training exercises involving the controlled burning within a structure or other fire training activities;

WHEREAS, the Owner acknowledges benefits received in the possible savings of demolition costs and further in the enhancement of fire protection services;

WHEREAS, the Owner has requested the use/destruction of the structure located at 20 Highland Cliff Road in Windham, Maine, property further described as Assessors' Tax Map 7, Lot 11A, and further described in a deed recorded in the Cumberland County Registry of Deeds in Book 34102, Page 313 (hereinafter the "Property");

WHEREAS, a visual description of the structure(s) to be used/destroyed is as follows:

Structure 1, single story ranch style double wide mobile home
Structure 2, Detached 2 story 1 1/2 car garage
Structure 3, 8' x 12' shed/outbuilding

WHEREAS, the structure(s) to be used/destroyed as identified immediately above is/are hereinafter referred to as the "Structure;"

NOW, THEREFORE, in consideration of the promises and other mutual obligations undertaken herein, the parties hereby agree as follows:

1. The Town, acting by and through its Fire Department, proposes to destroy the Structure during the week of 5/7/18 to 8/1/18. The actual date of the training will depend upon factors such as availability of personnel, equipment and weather conditions.
2. The Owner represents that there are no hazardous materials, combustible materials or other dangerous substances located within the Structure or in close proximity to the Structure including, but not limited to, fuel oil, propane tanks, firearms, ammunition or hazardous waste.
3. The Owner hereby releases and agrees to indemnify, defend and hold harmless the Town, its agents, officers and employees, from any liability arising out of the Owner's lack of authority to have the Structure destroyed and/or the Owner's lack of clear title to the Structure and/or the Property.

4. The Owner hereby releases and agrees to indemnify, defend and hold harmless the Town, its agents, officers and employees, from any liability arising out of any claim of injury (including death) from a person who is not an agent, officer or employee of the Town in connection with the destruction of the Structure.

5. The Owner assumes all liability for securing the Structure during the term of this Agreement, and further, the Owner agrees to comply with all applicable federal, State and local laws and regulations with respect to removal of debris and safeguarding the Property at the conclusion of the Town's fire training activities.

6. The Owner assumes all responsibility for: (a) the cancellation of insurance; (b) the disconnection of all utility services, including but not limited to gas, electric, water, telephone, television cables and antennas; (c) the removal of any and all hazardous substances, materials and conditions, including but not limited to fuel oil and/or propane tanks; and (d) removal of any fixtures, items or equipment the Owner wishes to preserve prior to any destruction activities pursuant to this Agreement. If the Owner has not completed any of these tasks at least twenty-four (24) hours before the first possible training date, the Owner shall immediately notify the following persons of this fact:

_____	[Name]	(207) _____	[Telephone]
_____	[Name]	(207) _____	[Telephone]

7. The post-training condition of the Structure will be the responsibility of the Owner. The intent of the parties is to allow the Town to use the Structure and/or to demolish all or part of the Structure during the training sessions. In most cases the ash, basement walls, foundation, metal debris and any other items will remain in the basement area or close proximity. These materials shall be properly disposed of by the Owner at the Owner's expense. All costs of permits and sampling (if necessary) will be at Owner's expense. If at any time during the training session the Fire Chief deems it necessary to extinguish the fire, the remains of the Structure will be the responsibility of the Owner.

8. The Owner is required to obtain a State of Maine open burning permit for all burns related to this project.

TOWN OF WINDHAM

WITNESS:

By: _____
Its: Anthony Plante
Town Manager

OWNER *John J. McWilliams*

WITNESS:

JOHN J McWILLIAMS
Print Name:

OWNER

WITNESS:

Print Name:

20 HIGHLAND CLIFF RD

Location 20 HIGHLAND CLIFF RD

Mblu 7/ 11/ A/ /

Acct# 007011A 000

Owner PORTLAND NATIONAL GAS

Assessment \$115,700

PID 657

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$50,700	\$65,000	\$115,700

Owner of Record

Owner PORTLAND NATIONAL GAS
Co-Owner TRANSMISSION SYSTEM
Address 300 FRIBERG PARKWAY
WESTBOROUGH, MA 01581

Sale Price \$310,000
Certificate
Book & Page 34102/ 316
Sale Date 06/21/2017
Instrument WD

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PORTLAND NATIONAL GAS	\$310,000		34102/ 316	WD	06/21/2017
LORD DANIEL G & LYNDA-LEE	\$103,000		31495/ 251	WD	05/09/2014
VERRILL IRVIN M & ELEANOR W	\$0	1	7008/ 182		12/16/1985

Building Information

Building 1 : Section 1

Year Built: 1993
Living Area: 1,232
Replacement Cost: \$38,443
Building Percent Good: 99
Replacement Cost Less Depreciation: \$38,100

Building Photo

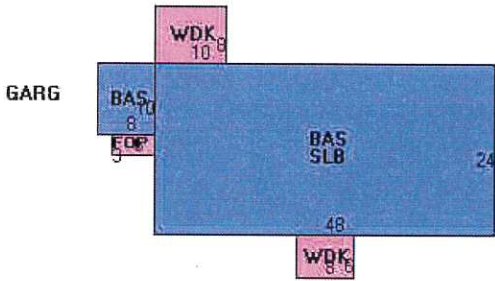
 Building Photo

(<http://images.vgsi.com/photos/WindhamMEPhotos//\00\01\48/€>)

Building Attributes	
Field	Description
Style	Mobile Home

Model	Mobile Home
Grade:	Custom
Stories:	1
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	2
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	5
Bath Style:	Average
Kitchen Style:	Average

Building Layout



(<http://images.vgsi.com/photos/WindhamMEPhotos//Sketches/65>)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,232	1,232
FOP	Porch, Open, Finished	18	0
SLB	Slab	1,152	0
WDK	Deck, Wood	128	0
		2,530	1,232

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code	1030
Description	MOBILE HME
Zone	F
Neighborhood	001
Alt Land Appr	No
Category	

Land Line Valuation

Size (Acres)	1.87
Frontage	
Depth	
Assessed Value	\$65,000

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #

SHD1	SHED FRAME			40 S.F.	\$300	1
FGR4	W/LOFT-AVG			576 S.F	\$12,300	1

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$45,300	\$65,000	\$110,300
2016	\$45,300	\$65,000	\$110,300
2015	\$45,300	\$65,000	\$110,300

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