

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 16 Highland Cliff Road in Windham, Maine, property further described as Assessors' Tax Map 7, Lot 11, 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, 3 story colonial farm house
Structure 2, Detached 2 car garage
Structure 3, 8' x 10' 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:

16 HIGHLAND CLIFF RD

Location 16 HIGHLAND CLIFF RD

Mblu 7/ 11/ / /

Acct# 007011000000

Owner PORTLAND NATIONAL GAS

Assessment \$212,200

PID 656

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$146,400	\$65,800	\$212,200

Owner of Record

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

Sale Price \$320,000
Certificate
Book & Page 34102/ 313
Sale Date 06/21/2017
Instrument WD

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PORTLAND NATIONAL GAS	\$320,000		34102/ 313	WD	06/21/2017
WALCOTT MICHAEL T	\$162,000		32890/ 217	WD	01/29/2016
AZIMI ZALMAI	\$209,000		24577/ 230	WD	11/15/2006
GILMAN PETER S & BAUER ALLEN J	\$90,500		23104/ 99	TC	09/01/2005
VERRILL ETHEL S	\$0	1	2728/ 200		01/11/1963

Building Information

Building 1 : Section 1

Year Built: 1875
Living Area: 2,412
Replacement Cost: \$190,826
Building Percent 68
Good:
Replacement Cost
Less Depreciation: \$129,800

Building Attributes

Field	Description
Style	Colonial
Model	Residential
Grade:	Average +10
Stories:	2
Occupancy	1
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	Vinyl Siding
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Vinyl/Asphalt
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	2
Total Half Baths:	
Total Xtra Fixtrs:	1
Total Rooms:	9
Bath Style:	Average
Kitchen Style:	Average

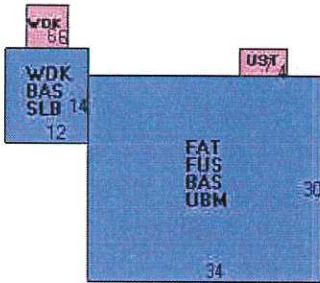
Building Photo



(<http://images.vgsi.com/photos/WindhamMEPhotos//00\00\50\3>)

Building Layout

GARAGE



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

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,188	1,188
FUS	Upper Story, Finished	1,020	1,020
FAT	Attic, Finished	1,020	204
SLB	Slab	168	0
UBM	Basement, Unfinished	1,020	0
UST	Utility, Storage, Unfinished	28	0
WDB	Deck, Wood	204	0
		4,648	2,412

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
HRT	HEARTH	1 UNITS	\$300	1

Land

Land Use

Use Code 1010
Description SINGLE FAM
Zone F
Neighborhood 001
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 1.89
Frontage
Depth
Assessed Value \$65,800

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR4	W/LOFT-AVG			572 S.F	\$13,700	1
SHD1	SHED FRAME			160 S.F.	\$1,800	1
SHD1	SHED FRAME			80 S.F.	\$800	1

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$146,400	\$65,800	\$212,200
2016	\$155,600	\$65,800	\$221,400
2015	\$155,600	\$65,800	\$221,400

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