

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 8 & 8A Highland Cliff Road in Windham, Maine, property further described as Assessors' Tax Map 7, Lot 10 C, and further described in a deed recorded in the Cumberland County Registry of Deeds in Book 34102, Page 309 (hereinafter the "Property");

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

Structure 1, Two bedroom Ranch style house with a finished walk out basement
Structure 2, Detached 2 car garage with a 1 bedroom second floor studio apartment above
Structure 3, 10' x 20' shed/outbuilding
Structure 4, 10'X 12' Gazebo screen house

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:

8 HIGHLAND CLIFF RD

Location 8 HIGHLAND CLIFF RD

Mblu 7/ 10/ C/ /

Acct# 007010C 000

Owner PORTLAND NATIONAL GAS

Assessment \$242,600

PID 653

Building Count 2

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$170,200	\$72,400	\$242,600

Owner of Record

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

Sale Price \$350,000
Certificate
Book & Page 34102/ 309
Sale Date 06/21/2017
Instrument WD

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PORTLAND NATIONAL GAS	\$350,000		34102/ 309	WD	06/21/2017
HJELM TYLER J	\$251,000		33173/ 79	WD	06/07/2016
MAROIS NANCY L	\$0	1	15350/ 76		10/08/1999
WOODMAN THEODORA M	\$0	2	7365/ 282		09/21/1975
WOODMAN THEODORA M	\$0		3747/ 338		09/21/1975

Building Information

Building 1 : Section 1

Year Built: 1976
Living Area: 768
Replacement Cost: \$94,818
Building Percent 90
Good:
Replacement Cost
Less Depreciation: \$85,300

Building Attributes

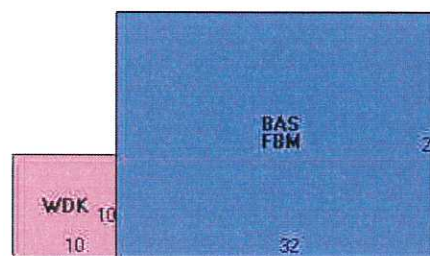
Field	Description
Style	Ranch
Model	Residential
Grade:	Average
Stories:	1
Occupancy	1
Exterior Wall 1	Cedar or Redwd
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Ceram Clay Til
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	7
Bath Style:	Average
Kitchen Style:	Average

Building Photo



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

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	768	768
FBM	Basement, Finished	768	0
WDK	Deck, Wood	100	0
		1,636	768

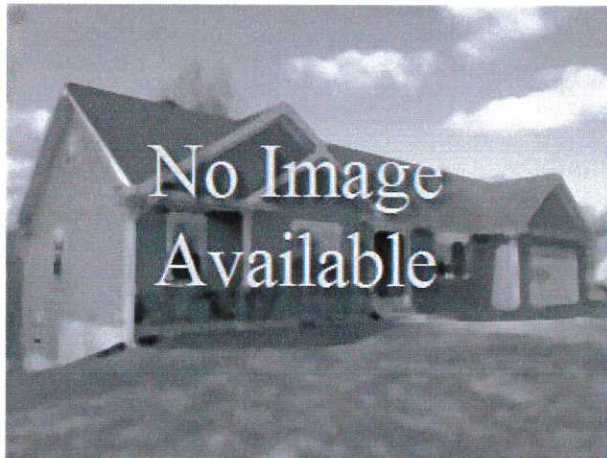
Building 2 : Section 1

Year Built: 1976
Living Area: 576
Replacement Cost: \$89,404
Building Percent Good: 90
Replacement Cost Less Depreciation: \$80,500

Building Attributes : Bldg 2 of 2	
Field	Description
Style	Ranch

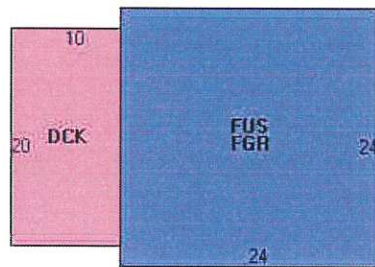
Model	Residential
Grade:	Average +10
Stories:	2
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Ceram Clay Til
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	1 Bedroom
Total Bthrms:	1
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	3
Bath Style:	Average
Kitchen Style:	Average

Building Photo



(<http://images.vgsi.com/photos/WindhamMEPhotos//default.jpg>)

Building Layout



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

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	576	576
DCK	Deck	200	0
FGR	Garage	576	0
		1,352	576

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 1010

Land Line Valuation

Size (Acres) 2.5

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

Frontage
Depth
Assessed Value \$72,400

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			200 S.F.	\$1,600	1
WDK	DECK, WOOD			192 S.F.	\$1,600	1
FOP	SCREEN HOUSE			120 S.F.	\$1,200	1

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$170,200	\$72,400	\$242,600
2016	\$147,500	\$72,400	\$219,900
2015	\$147,500	\$72,400	\$219,900

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