

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the **TOWN OF FALMOUTH**, a Maine municipal corporation having a mailing address of 271 Falmouth Rd., Falmouth, ME 04105 (the “Town”), and **RIDGEWOOD CONDOMINIUM ASSOCIATION**, a Maine nonprofit corporation having a mailing address of c/o _____, 5 Applewood Lane, Falmouth, ME 04105 (the “Association”).

RECITALS

WHEREAS, the Association is the unit owners’ association for Ridgewood, a Condominium, a residential condominium project located off Falmouth Road in Falmouth, Cumberland County, Maine (the “Condominium Property”), being shown on the Condominium Plat, Ridgewood, A Condominium dated September 8, 2009 and recorded in the Cumberland County Registry of Deeds in Plan Book 209, Page 269; and

WHEREAS, the Association has requested that the Town accept certain sewer infrastructure within the Condominium Property (excluding the building sewer lines extending from any building to its connection with the main line) and the Town has agreed to accept the same, subject to certain terms and conditions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Agreement.** The Town hereby agrees, subject to the terms and conditions set forth herein, to accept the sewer system and all related components located within the Condominium Property (collectively, the “Ridgewood Sewer System”) as a public sewer system, which expressly excludes those sewer lines extending from any building within the Condominium up to the point at which such lines connect to a main sewer line (also known as house service lines), which shall continue to be owned, maintained, repaired and replaced by the Association, and shall not be the responsibility of the Town.

2. **Town Telemetry Equipment.** The parties acknowledge that, promptly following acceptance of the Ridgewood Sewer System, the Town will need to install certain telemetry equipment in connection with the two pump stations at the Condominium Property (the “Telemetry Equipment”). The Town shall be responsible for ordering the Telemetry Equipment promptly following execution of this Agreement. The Telemetry Equipment will be paid for by the Town, and shall at all times remain the property of the Town, and held, used and installed at the Town’s sole discretion and at its sole cost, subject to certain reimbursement from the Association as more fully described herein.

3. **Conditions.** In addition to any other conditions set forth in this Agreement, the Town’s obligation to accept the Ridgewood Sewer System is subject to completion of all of the following (collectively, the “Conditions”) to the Town’s satisfaction within **one (1) year** after the date of this Agreement (the “Deadline”):

- a. **Sewer System Work.** The Association shall provide written notice to the Town (the “Completion Notice”) that it has completed the work set forth in **Exhibit A** attached hereto and incorporated herein (collectively, the “Work”), which Work is to be completed at the Association’s sole cost and expense to ensure that the Ridgewood Sewer System meets the Town’s standards.
 - b. **Easement; Title; Condominium Authority.** Together with the Completion Notice, the Association shall simultaneously submit to the Town (i) the original duly executed and acknowledged Easement relating to the Ridgewood Sewer System (the “Easement”), substantially in the form attached hereto as **Exhibit B**, with such changes as may be acceptable to the Town’s legal counsel, (ii) a warranty (as to title only, and otherwise sold as is, where is) Bill of Sale for any personal property that may be conveyed, including generators associated with the pump stations (the “Bill of Sale”), such Bill of Sale not to be executed by the Association until the Town accepts the Ridgewood Sewer System (iii) an update, prepared by the Association’s legal counsel, to the title report dated April 14, 2022, evidencing no changes adversely affecting the Easement, and (iv) a copy of the Bylaws of the Association and evidence of corporate authority for the Association to complete the transactions described herein and authorizing an individual to execute the Easement on behalf of the Association, all in a form reasonably satisfactory to the Town.
 - c. **Amended Condominium Plat and Subdivision Plan.** Together with the Completion Notice, the Association shall submit (i) an amended condominium plat suitable for recording, and (ii) evidence of all necessary approvals from the Town of Falmouth Planning Board to convey the Easement, with all conditions of approval having been satisfied, including, without limitation, an amended subdivision plan suitable for recording.
4. **Inspection and Final Review; Town Council Vote.** Following satisfaction of the Conditions, satisfactory inspection by the Town of the Ridgewood Sewer System, and final review by the Town and its legal counsel of the other materials required under Section 3 of this Agreement, the Town Manager shall schedule a vote of the Falmouth Town Council to accept the Ridgewood Sewer System at a meeting to be held within 60 days after satisfaction of the last of the Conditions (the “Final Acceptance Meeting”). The Town Council’s acceptance at the Final Acceptance Meeting shall be conditioned upon the following occurring within two (2) business days after the Final Acceptance Meeting (the “Post-Acceptance Conditions”): (i) evidence of the Association having recorded the condo plat and the amended subdivision plan, (ii) receipt by the Town of the executed Bill of Sale pursuant to Section 3(b), and (iii) receipt of the Funds, as defined in Section 5 below, and upon satisfaction of the Post-Acceptance Conditions, the Town Manager shall be authorized and directed to have the Easement recorded in the Cumberland County Registry of Deeds and to take such other action as may be reasonably required to complete the acceptance of the Ridgewood Sewer System. All alterations and improvements to the Ridgewood Sewer System and all equipment installed or added to the Ridgewood Sewer

System shall forever remain the sole property of the Association unless the Town accepts the Ridgewood Sewer System.

5. **Payment of Funds.** Within two (2) business days after the Town Council's vote to accept the Ridgewood Sewer System at the Final Acceptance Meeting, the Association shall pay, by wire transfer, to the Town the following amounts (collectively, the "Funds"): (i) a sewer connection fee of Two Hundred Two Thousand Five Hundred Dollars (**\$202,500.00**); Seven Thousand Five Hundred Dollars (**\$7,500.00**) toward the Town's legal fees; and Fifty Four Thousand Dollars (**\$54,000.00**) toward the actual cost to the Town of the Telemetry Equipment.

6. **Termination.** If the Conditions have not all been met to the Town's satisfaction prior to the Deadline, or if the Town Council does not vote to accept the Ridgewood Sewer System at the Final Acceptance Meeting, or the Association fails to timely satisfy the Post-Acceptance Conditions, in each event this Agreement shall automatically terminate provided, however, that the Association shall, within 30 days after such termination, pay to the Town, one half the actual cost of the Telemetry Equipment, and the Telemetry Equipment shall thereafter remain the property of the Town to be used for purposes unrelated to the Ridgewood Sewer System, and this obligation of the Association shall survive the termination of this Agreement. Upon such termination, neither party shall have further rights or obligations hereunder except any rights or obligations that by their terms survive termination of this Agreement.

7. **Condominium Property.** The Association agrees not to mortgage, encumber, or alter the use of the Ridgewood Sewer System or any of the land subject to the rights and easements set forth in the Easement (the "Easement Area") after the date hereof without the prior consent of the Town, and to maintain the Ridgewood Sewer System and the Easement Area consistent with the manner in which it has operated and maintained the Easement Area and the Ridgewood Sewer System prior to this Agreement. The Association represents and warrants that it has provided the Town with all relevant information in its possession or in its agents' possession regarding the condition of the Ridgewood Sewer System and agrees to immediately disclose to the Town any changes in such information. The Association shall also immediately disclose to the Town any damage occurring to the Ridgewood Sewer System, and any other material adverse change relevant to the Ridgewood Sewer System. The parties acknowledge and agree that this Agreement, and the Conditions set forth herein, were developed based upon the knowledge and information available to the parties on the date hereof, and notwithstanding anything contained in this Agreement, upon any change to the Ridgewood Sewer System or the Easement Area, including without limitation damage to or deficiencies in the Ridgewood Sewer System prior to final acceptance by the Town, the Town shall have the right to require that the Association resolve such matters to the Town's satisfaction, within a reasonable period of time given the nature of the work, prior to the Town's acceptance of the Ridgewood Sewer System, or the Town may take such other reasonable action as may be appropriate. Notwithstanding anything else in this Agreement, the Town shall not be obligated to accept the Ridgewood Sewer System until such time as the Town is satisfied that it meets the Town's standards. The Town shall have the right to enter, inspect and survey the Condominium Property at any time prior to the acceptance of the Ridgewood Sewer System to ensure its compliance with the Town's standards so long as the Town does not unreasonably interfere with the quiet enjoyment of residents of the Condominium Property.

8. **Authority.** The Association represents and warrants that (i) it has full authority to execute this Agreement and to perform all of its obligations contained herein, (ii) this Agreement has been properly authorized by any required votes of the board of directors for the Association, and/or unit owners, and (iii) the party signing this Agreement on behalf of the Association is duly appointed to so act in his or her said capacity to make this Agreement binding upon the Association.

9. **Miscellaneous.** Neither the Association nor the Town may assign this Agreement to any other party and any such assignment shall be null and void. This Agreement may be executed by DocuSign and/or in counterparts, and each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument. Signatures delivered by fax, email or DocuSign shall be as effective as an original. The term “days” used herein shall mean calendar days, provided however, that if the date for performance of any action under this Agreement shall fall on a weekend or a holiday on which banks in the state of Maine are closed, such deadline shall be the next business day thereafter. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by each of the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, and the exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court, such term or provision shall be deemed stricken and the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which this Agreement is held to be invalid or unenforceable, shall continue to be valid and binding upon the parties hereto, who agree that this Agreement shall be reformed to replace the stricken part with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

[Signature Pages Follow]

IN WITNESS WHEREOF, Ridgewood Condominium Association, acting on behalf of the unit owners of Ridgewood, a Condominium, has caused this instrument to be executed by _____, its _____, thereunto duly authorized, this _____ day of _____, 2022.

RIDGEWOOD CONDOMINIUM
ASSOCIATION

Witness

By: _____
Printed name:
Title:

IN WITNESS WHEREOF, the Town of Falmouth has caused this instrument to be executed by Nathan Poore, its Town Manager, thereunto duly authorized, this _____ day of _____, 2022.

TOWN OF FALMOUTH

Witness

By: _____
Nathan Poore
Its Town Manager

EXHIBIT A

Work to be Completed by Condominium Association

Collection System:

1. Two manhole covers have holes in them and need to be replaced (on Ridgewood Drive between buildings labeled E1 and E2 and at the end of that small drive/road to the southeast)

Pump Station 1:

2. Remove trees and rocks as directed by Falmouth Wastewater Department (the “Wastewater Department”). If screening is requested by the Association, locations and types of screening to be approved by Wastewater Department
3. Grade and smooth out the site (fill in holes / tripping hazards)
4. Add to the easement plan the location of all utility lines (water, gas etc.) located within a 25-foot radius of the wet well
5. Provide gas account information to the Wastewater Department
6. Install receptacle to allow Wastewater Department to connect portable generator to electrical panel. Compatible receptacle specification to be provided by Wastewater Department
7. Install seal offs in electrical panel to isolate panel from wet well gases
8. Remove pond fountain and sprinkler system power pump station electrical panel
9. Run electrical wires laid on the ground within conduit to meet code

Pump Station 2:

10. Remove 2 trees closest to wet well. If screening is requested by the Association, locations and types of screening to be approved by Wastewater Department
11. Improve drainage in the immediate vicinity of the valve vault area (could be done with ditching) so water does not run over valve vault
12. Service generator (antifreeze in generator appeared light in color – maybe just water?)
13. Add to the easement plan the location of all utility lines (water, gas etc.) located within a 25-foot radius of the wet well
14. Provide gas account information to the Wastewater Department
15. Install receptacle to allow Wastewater Department to connect portable generator to electrical panel. Compatible receptacle specification to be provided by Wastewater Department
16. Remove junction boxes from inside wet well (does not meet code). Relocate junction boxes outside of wet well. Install seal offs in electrical panel to isolate panel from wet well gases.
17. Replace backerboard behind electrical panels

EXHIBIT B

EASEMENT

RIDGEWOOD CONDOMINIUM ASSOCIATION, a Maine nonprofit corporation having a place of business in the Town of Falmouth, County of Cumberland, and the State of Maine (the “Grantor”), for consideration given, hereby GRANTS to the **TOWN OF FALMOUTH**, a Maine municipal corporation and body politic, with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (the “Town”), its successors and assigns, with warranty covenants, the perpetual right and easement to enter with persons and machinery at any and all times upon those portions of the property known as Ridgewood, a Condominium (the “Condominium”) located in the Town of Falmouth, County of Cumberland, and State of Maine, such portions being more particularly described in **EXHIBIT A** attached hereto and made a part hereof (collectively, the “Easement Area”), and being shown as on the plan entitled Fourth Amended Subdivision Plat-Ridgewood, prepared by Lost Corner Land Surveying, LLC dated _____ and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the “Plan”), for the purpose of maintaining, repairing, and replacing the existing sewer lines, force mains and related equipment, fixtures, appurtenances, pump stations, generators, infrastructure, and all other above-ground and underground components relating to the sewer system located within the Easement Area (collectively, the “Existing Sewer System”), which expressly excludes (a) those sewer lines extending from any building within the Condominium up to the point at which such lines connect to a main sewer line, and (b) any other utilities or improvements located within the Easement Area that are unrelated to the Existing Sewer System or not necessary to the Existing Sewer System (such as propane tanks), all of which shall continue to be owned, maintained, repaired and replaced by the Grantor and/or the Condominium unit owners, as the case may be, and shall not be the responsibility of the Town (the “Private Facilities”).

To the extent any portions of the Existing Sewer Facilities are determined to be located outside the Easement Area, the Town’s rights hereunder shall extend to those areas and any additional surrounding areas reasonably necessary to exercise the easement rights granted herein.

Also hereby conveying to the Town, its successors and assigns, all the Grantor’s right, title and interest in and to the Existing Sewer System. The Town, by its acceptance of this Easement, agrees to be solely responsible for the operation, maintenance, repair, and replacement of the Existing Sewer System. Notwithstanding anything contained herein, the Grantor reserves all right, title, interest in and to the Private Facilities, and the Grantor and/or the Condominium unit owners, as the case may be, shall be solely responsible for all maintenance, repair, and replacement of the Private Facilities.

The Grantor further GRANTS to the Town, its successors and assigns, the perpetual right and easement to enter with persons and machinery at any and all times upon the Easement Area for the purpose of installing, maintaining, repairing, and replacing any number of additional sewer lines, force mains, and related equipment, fixtures, appurtenances, pump stations,

generators, infrastructure, and all other components relating thereto (collectively, the “Future Sewer System”) to serve the Condominium or to serve any other buildings or properties located within the Town of Falmouth. The Town shall own the Future Sewer System and shall be responsible for all maintenance, repair and replacement thereof.

Also hereby conveying to the Town the Grantor’s rights and easements being described in Section II(c) (Sewer Line Easement Rights) and the rights and easements, in common with Grantor, relating to installation of utilities as described in Section II(d) (Right of Way for Future Connection to Applewood Lane) of the deed dated January 31, 2007 from RTG, Inc. to Falmouth Conservation Trust recorded in the Cumberland County Registry of Deeds in Book 26265, Page 187.

The Existing Sewer System and the Future Sewer System shall be integrated in, and shall become a part of, the Town’s public sewer system for the benefit of all served by said sewer system.

This Easement burdens certain portions of the common elements of the Condominium, such property being described in the Amended and Restated Declaration of Condominium, Ridgewood, a Condominium, dated October 27, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29119, Page 100 (the “Declaration”) and shown on the _____ [*Amended Condominium Plat*] (the “Condominium Property”).

The rights and easements granted herein shall include (a) the right to use any of the roadways now or hereafter located within, or providing access to, the Condominium Property, including without limitation Ridgewood Drive, Applewood Lane, and Sprucewood Lane, in connection with the exercise of any of the Town’s rights permitted hereunder, (b) the right to cut down and trim trees and other vegetation and to eliminate or modify the growth of trees, branches, and other vegetation, to the extent such trees, branches, and other vegetation, in the reasonable judgment of the Town, may interfere with the operation and maintenance of the Existing Sewer System and/or the Future Sewer System, (c) the right to remove, relocate, or restrict the construction of, any buildings, structures, utilities, or any other fixtures or improvements whatsoever within the Easement Area that may, in the reasonable judgment of the Town, interfere with the operation and maintenance of the Existing Sewer System and/or the Future Sewer System, and (d) the right to enter upon the Easement Area, and any property adjacent thereto, for any and all of the purposes set forth herein.

The Town, its successors and assigns, following the exercise of the rights and easements granted herein and the disturbance of the Easement Area, shall restore the surface of the Easement Area to substantially its condition prior to the exercise of said rights and easements, provided, however, that the Town shall not be responsible for any damage or destruction of any personal property or temporary or permanent improvements (including, without limitation, any landscaping, patios, porches, stone walls, signage, or fencing) now or hereafter located within the Easement Area, and the Town shall not be responsible for any repair or restoration thereof.

Except to the extent caused by the gross negligence or willful misconduct of the Town, Grantor, its successors and assigns, shall indemnify, defend and hold harmless the Town from

and against any damages, liabilities, losses, expenses, claims, demands and suits (including reasonable attorneys' fees and other costs and expenses incurred in defending the same) arising out of, or in connection with (a) the Town's removal, damage or destruction of any personal property or temporary or permanent structures, buildings, or other fixtures or improvements of any nature whatsoever located in whole or in part within the Easement Area, in connection with the exercise of the rights and easements hereunder including without limitation, any gas, water, or other utilities and related fixtures and equipment (unless the precise location of such utilities is depicted with metes and bounds on the Plan, or visibly marked on the ground), (b) the Town's removal, damage or destruction of any other fixtures or improvements whatsoever within the Easement Area that may, in the reasonable judgment of the Town, interfere with the operation and maintenance of the Existing Sewer System and/or the Future Sewer System, and (c) any action taken or threatened by a Condominium unit owner that impairs, delays or otherwise adversely affects the Town's ability to promptly and effectively exercise the rights and easements granted herein.

This Easement is being given by the Grantor, acting on behalf of the unit owners of the Condominium pursuant to the powers granted to the Grantor under the Declaration and the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act, this Easement having been approved at a duly held meeting of the _____ of the Grantor on _____, 20____.

The rights and easements granted herein and the terms and conditions hereof shall be binding upon and shall inure to the benefit of Grantor, on behalf of the owners of units within the Condominium, and the Town, and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Ridgewood Condominium Association, acting on behalf of the unit owners of Ridgewood, a Condominium, has caused this instrument to be executed by _____, its _____, thereunto duly authorized, this ____ day of _____, 2022.

WITNESS:

RIDGEWOOD CONDOMINIUM ASSOCIATION

By _____

Print Name: _____

Its _____

STATE OF MAINE

CUMBERLAND COUNTY, ss.

_____, 2022

Personally appeared the above-named _____, _____ of Ridgewood Condominium Association, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Ridgewood Condominium Association.

Before me,

Notary Public/Maine Attorney at Law

Print Name

My commission expires _____

EXHIBIT A

Easement #1

Commencing at a 5/8-inch rebar found marking the intersection of lines labeled , “L64” and “L65”, as depicted on a plan entitled, “Second Amended Subdivision Plat-Ridgewood”, dated June 20, 2016 and recorded in Plan Book 216, Page 309 at the Cumberland County, Maine Registry of Deeds.

Thence South 09 degrees, 08 minutes, 55 seconds West along land of the Falmouth Conservation Trust, (Book 26265, Page 187), for a distance of 164.75 feet to the Point of Beginning of the following described easement:

The following bearings and distances inscribe the bounds of said easement in a clockwise direction:

South 58 degrees, 05 minutes, 12 seconds East, 53.90 feet (Plan line E1 on the plan entitled Fourth Amended Subdivision Plat-Ridgewood, prepared by Lost Corner Land Surveying, LLC, dated _____, 2022 to be recorded herewith in the Cumberland County Registry of Deeds (the “Plan”) line E1);

North 81 degrees, 39 minutes, 02 seconds West, 58.33 feet (Plan line E2)

South 08 degrees, 11 minutes, 17 seconds West, 181.66 feet (Plan line E3)

South 17 degrees, 48 minutes, 41 seconds West, 158.58 feet (Plan line E4)

South 22 degrees, 17 minutes, 05 seconds West, 74.65 feet (Plan line E88)

North 62 degrees, 59 minutes, 32 seconds West, 234.19 feet (Plan line E5)

North 38 degrees, 33 minutes, 44 seconds West, 46.62 feet (Plan line E6)

North 66 degrees, 47 minutes, 47 seconds West, 29.45 feet (Plan line E7)

North 50 degrees, 44 minutes, 19 seconds West, 30.41 feet (Plan line E87)

North 31 degrees, 40 minutes, 10 seconds East, 24.96 feet (Plan line E8)

North 60 degrees, 45 minutes, 51 seconds East, 49.19 feet (Plan line E9)

South 26 degrees, 12 minutes, 57 seconds East, 99.73 feet (Plan line E10)

South 62 degrees, 59 minutes, 32 seconds East, 197.18 feet (Plan line E11)

North 17 degrees, 48 minutes, 41 seconds East, 200.99 feet (Plan line E12)

North 81 degrees, 03 minutes, 20 seconds West, 127.87 feet (Plan line E13)

North 08 degrees, 56 minutes, 40 seconds East, 30.00 feet (Plan line E14)

South 81 degrees, 03 minutes, 20 seconds East, 126.69 feet (Plan line E15)

North 08 degrees, 11 minutes, 17 seconds East, 232.44 feet (Plan line E16)
North 08 degrees, 21 minutes, 25 seconds East, 231.53 feet (Plan line E17)
North 08 degrees, 25 minutes, 12 seconds East, 163.57 feet (Plan line E85)
North 42 degrees, 58 minutes, 12 seconds East, 208.51 feet (Plan line E18)
North 63 degrees, 21 minutes, 53 seconds East, 356.89 feet (Plan line E19)
North 49 degrees, 05 minutes, 48 seconds East, 98.86 feet (Plan line E20)
North 39 degrees, 41 minutes, 12 seconds West, 108.39 feet (Plan line E21)
North 50 degrees, 18 minutes, 48 seconds East, 30.00 feet (Plan line E22)
South 39 degrees, 41 minutes, 12 seconds East, 107.33 feet (Plan line E23)
North 47 degrees, 33 minutes, 49 seconds East, 97.99 feet (Plan line E24)
North 32 degrees, 53 minutes, 45 seconds East, 114.55 feet (Plan line E25)
North 63 degrees, 59 minutes, 14 seconds West, 159.49 feet (Plan line E26)
North 21 degrees, 26 minutes, 38 seconds West, 47.78 feet (Plan line E27)
North 16 degrees, 28 minutes, 25 seconds East, 38.11 feet (Plan line E28)
North 53 degrees, 31 minutes, 59 seconds East, 56.13 feet (Plan line E29)
South 09 degrees, 35 minutes, 28 seconds West, 93.48 feet (Plan line E30)
South 63 degrees, 59 minutes, 14 seconds East, 148.28 feet (Plan line E31)
North 17 degrees, 11 minutes, 08 seconds East, 188.49 feet (Plan line E32)
North 22 degrees, 38 minutes, 23 seconds East, 139.74 feet (Plan line E33)
South 67 degrees, 21 minutes, 37 seconds East, 30.00 feet (Plan line E34)
South 22 degrees, 38 minutes, 23 seconds West, 120.74 feet (Plan line E35)
South 78 degrees, 38 minutes, 43 seconds East, 136.74 feet (Plan line E36)
South 11 degrees, 21 minutes, 17 seconds West, 30.00 feet (Plan line E37)
North 78 degrees, 38 minutes, 43 seconds West, 141.48 feet (Plan line E38)
South 17 degrees, 11 minutes, 08 seconds West, 193.00 feet (Plan line E39)
South 32 degrees, 53 minutes, 45 seconds West, 124.22 feet (Plan line E40)
South 44 degrees, 41 minutes, 00 seconds East, 95.46 feet (Plan line E41)
South 45 degrees, 19 minutes, 00 seconds West, 30.00 feet (Plan line E42)

North 44 degrees, 41 minutes, 00 seconds West, 93.28 feet (Plan line E43)
South 47 degrees, 34 minutes, 14 seconds West, 101.40 feet (Plan line E44)
South 48 degrees, 59 minutes, 39 seconds West, 94.47 feet (Plan line E45)
South 60 degrees, 18 minutes, 06 seconds East, 199.36 feet (Plan line E46)
South 29 degrees, 41 minutes, 54 seconds West, 30.00 feet (Plan line E47)
North 60 degrees, 18 minutes, 06 seconds West, 212.47 feet (Plan line E48)
South 63 degrees, 21 minutes, 53 seconds West, 191.64 feet (Plan line E49)
South 32 degrees, 04 minutes, 50 seconds East, 170.67 feet (Plan line E50)
South 57 degrees, 55 minutes, 10 seconds West, 30.00 feet (Plan line E51)
North 32 degrees, 04 minutes, 50 seconds West, 169.47 feet (Plan line E52)
South 47 degrees, 47 minutes, 42 seconds West, 180.74 feet (Plan line E53)
Thence in a general southwesterly direction along the concrete slab of building “E1” to a point.
Thence South 47 degrees, 47 minutes, 42 seconds West, 23.17 feet (Plan line E76)
South 46 degrees, 37 minutes, 53 seconds East, 197.80 feet (Plan line E54)
South 43 degrees, 22 minutes, 07 seconds West, 30.00 feet (Plan line E55)
North 46 degrees, 37 minutes, 53 seconds West, 207.48 feet (Plan line E56)
South 68 degrees, 21 minutes, 08 seconds West, 31.35 feet (Plan line E57)
South 08 degrees, 24 minutes, 12 seconds West, 150.23 feet (Plan line E86)
South 08 degrees, 21 minutes, 25 seconds West, 231.49 feet (Plan line E58)
South 08 degrees, 11 minutes, 17 seconds West, 29.63 feet (Plan line E59)
South 58 degrees, 05 minutes, 14 seconds East, 10.41 feet (Plan line E60)
South 09 degrees, 08 minutes, 55 seconds West, 32.53 feet to the Point of Beginning of said Easement #1 (Plan line E61).

Easement #2

Commencing at a point designated as the southwesterly end of a line labeled, “L1”, depicted on a plan entitled, “Second Amended Subdivision Plat-Ridgewood”, dated June 20, 2016 and recorded in Plan Book 216, Page 309 at the Cumberland County, Maine Registry of Deeds.

Thence North 31 degrees, 39 minutes, 38 seconds East along land of the Falmouth Conservation Trust, (Book 26265, Page 187), for a distance of 160.17 feet to a point.

Thence North 70 degrees, 23 minutes, 14 seconds West along the southwesterly side of a 30' wide sewer easement depicted as EASEMENT #4 on the Plan, for a distance of 197.47 feet to a point.

Thence South 41 degrees, 05 minutes, 06 seconds West along land of the Falmouth Conservation Trust, (Book 26265, Page 187), for a distance of 15.29 feet to a point. Said point being the Point of Beginning of the following described easement:

The following bearings and distances inscribe the bounds of said easement in a clockwise direction:

North 52 degrees, 47 minutes, 27 seconds West, 218.03 feet (Plan line E62)

North 37 degrees, 12 minutes, 33 seconds East, 25.57 feet (Plan line E63)

Thence in a general southeasterly direction along the concrete slab of building "T6" to a point.

Thence South 52 degrees, 47 minutes, 27 seconds East, 174.38 feet (Plan line E64)

North 33 degrees, 35 minutes, 14 seconds East, 199.14 feet (Plan line E65)

North 30 degrees, 59 minutes, 13 seconds East, 279.67 feet (Plan line E66)

North 36 degrees, 12 minutes, 21 seconds West, 110.42 feet (Plan line E67)

North 19 degrees, 42 minutes, 08 seconds West, 142.54 feet (Plan line E68)

South 61 degrees, 38 minutes, 43 seconds West, 116.24 feet (Plan line E69)

North 28 degrees, 21 minutes, 17 seconds West, 30.00 feet (Plan line E70)

North 61 degrees, 38 minutes, 43 seconds East, 132.36 feet (Plan line E71)

North 50 degrees, 16 minutes, 46 seconds East, 121.84 feet (Plan line E72)

South 39 degrees, 43 minutes, 14 seconds East, 30.00 feet (Plan line E73)

South 50 degrees, 16 minutes, 46 seconds West, 60.29 feet (Plan line E74)

Thence in a general southwesterly direction along the concrete slab of building "P1" to a point.

Thence South 50 degrees, 16 minutes, 46 seconds West, 20.42 feet (Plan line E75)

(Note that reference to Plan line E76 is intentionally omitted in regard to the description of this Easement #2).

South 19 degrees, 42 minutes, 08 seconds East, 130.34 feet (Plan line E77)

North 63 degrees, 26 minutes, 52 seconds East, 73.82 feet (Plan line E78)

South 26 degrees, 33 minutes, 08 seconds East, 30.00 feet (Plan line E79)

South 63 degrees, 26 minutes, 52 seconds West, 72.96 feet (Plan line E80)

South 36 degrees, 12 minutes, 21 seconds East, 110.40 feet (Plan line E81)

South 30 degrees, 59 minutes, 13 seconds West, 300.03 feet (Plan line E82)

South 30 degrees, 48 minutes, 06 seconds West, 185.33 feet (Plan line E83)

South 41 degrees, 05 minutes, 06 seconds West, 47.53 feet to the Point of Beginning of said Easement #2 (Plan line E84).

Easement #3

Commencing at a point marking the intersection of lines labeled “E1” and “E61” on the Plan, and also being the northwesterly end of the line labeled “L66” on the Plan.

The following bearings and distances inscribe the bounds of said easement in a counterclockwise direction:

South 58 degrees, 05 minutes, 12 seconds East, 53.90 feet (Plan line L66)

South 58 degrees, 05 minutes, 15 seconds East, 398.59 feet (Plan line L67)

South 46 degrees, 08 minutes, 55 seconds East, 68.92 feet (Plan line L68)

South 77 degrees, 17 minutes, 35 seconds East, 13.59 feet (Plan line L69)

North 12 degrees, 42 minutes, 25 seconds East, 42.13 feet along Falmouth Ridges Drive (p/o Plan line L70)

North 58 degrees, 04 minutes, 27 seconds West, 531.53 feet to a point marking the intersection of Plan line “E60” and “E61”

South 09 degrees, 08 minutes, 55 seconds West, 32.53 feet to the point of beginning of said Easement #3 (Plan line E61).

Said Easement #3 being designated on the Plan as a “30’ SEWER EASEMENT AS SHOWN ON PLAN OF ‘Second Amended Subdivision Plat-Ridgewood’ DATED APRIL 10, 2018 AND RECORDED IN PLAN BOOK 218, PAGE 190 CUMBERLAND COUNTY REGISTRY OF DEEDS” connecting to Falmouth Ridges Drive.

Easement #4

Commencing at a point marking the intersection of Plan lines labeled “E87” and “E8” on the Plan.

The following bearings and distances inscribe the bounds of said easement in a clockwise direction:

North 70 degrees, 23 minutes, 14 seconds West, 197.47 feet to a point on Plan line labeled “L15”

North 41 degrees, 05 minutes, 06 seconds East along Plan line “L15” to the intersection of Plan lines labeled “E84” and “E83”

South 70 degrees, 23 minutes, 14 seconds East, 195.77 feet to a point on Plan “L2”

South 60 degrees, 45 minutes, 51 seconds West, 7.43 feet to the intersection of Plan lines labeled “E9” and “E8”

South 31 degrees, 40 minutes, 10 seconds East, 24.96 feet to the point of beginning of said Easement #4.

Said Easement #4 being designated on the Plan as a “30’ SEWER EASEMENT AS SHOWN ON PLAN OF ‘Second Amended Subdivision Plat-Ridgewood’ DATED JUNE 20, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 309 CUMBERLAND COUNTY REGISTRY OF DEEDS” connecting to Applewood Drive.

All the above bearings are referenced to Maine State Grid West Zone as referenced on the above-mentioned plan of “Second Amended Subdivision Plat-Ridgewood”. All the above bearings and distances are derived from the Plan.

Easement #5

Commencing at a point marking the intersection of Plan lines labeled “E84” and “E62” on the Plan.

Thence North 52 degrees, 47 minutes, 27 seconds West, along said line “E62” for a distance 24.94 feet to the Point of Beginning of the following described easement:

Thence from the Point of Beginning by following bearings and distances inscribing the bounds of said easement in a clockwise direction:

South 40 degrees, 09 minutes, 30 seconds West, 127.37 feet to a point on the northeasterly boundary of land now or formerly of Diana Vradii and Calin Stoicov, (Book 32347, Page 95).

North 63 degrees, 12 minutes, 46 seconds West along the northeasterly boundary of land now or formerly of Diana Vradii and Calin Stoicov (Book 32347, Page 95), for a distance of 24.67 to a point.

North 40 degrees, 09 minutes, 30 seconds East, 131.83 feet to a point on Plan line “E62”

Thence South 52 degrees, 47 minutes, 27 seconds East along said line “E62” for a distance 24.03 feet to the Point of Beginning of said Easement #5.

Said Easement #5 being designated on the Plan as a “24’ RIGHT-OF-WAY” as shown on PLAN OF ‘Second Amended Subdivision Plat-Ridgewood’ DATED JUNE 20, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 309 CUMBERLAND COUNTY REGISTRY OF DEEDS” connecting to Applewood Drive.

All the above bearings are referenced to Maine State Grid West Zone as referenced on the above-mentioned plan of, "Second Amended Subdivision Plat-Ridgewood". All the above bearings and distances are derived from the Plan.