

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2025, 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 **CLOVER WAY CONDOMINIUM ASSOCIATION**, a Maine nonprofit corporation having a mailing address of c/o Clover Way, Office Box, Falmouth, ME 04105 (the "Association").

RECITALS

WHEREAS, the Association is the unit owners' association for Clover Way Condominium, a residential condominium project located off Gray Road in Falmouth, Cumberland County, Maine (the "Condominium Property"), being shown on the Condominium Plat, Clover Way Condominium, dated November 30, 2020 and recorded in the Cumberland County Registry of Deeds in Plan Book 221, Page 231 and on the Subdivision Plat Meadow Wind dated November 22, 2019 and recorded in said Registry in Plan Book 220, Page 270; 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 "Clover Way Sewer System") as a public sewer system, which expressly excludes any "building sewer", as such term is defined in Section 18-50 of the Town of Falmouth Code of Ordinances, being 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), each of which shall continue to be owned, maintained, repaired and replaced by the Association or the unit owner, as the case may be, and shall not be the responsibility of the Town.

2. Conditions. In addition to any other conditions set forth in this Agreement, the Town's obligation to accept the Clover Way Sewer System is subject to completion of all of the following (collectively, the "Conditions") to the Town's satisfaction within **six (6) months** after the date of this Agreement (the "Deadline"):

a. Easement; Title; Condominium Authority. The Association shall submit to the Town (i) the original duly executed and acknowledged Easement relating to the Clover Way Sewer System (the "Easement"), substantially in the form attached hereto as **Exhibit A** with such changes as may be acceptable to the Town's legal counsel, which shall be held in escrow by 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 (the "Bill of Sale"), such Bill of Sale not to be executed by the Association and delivered to the Town until the Town accepts the Clover Way Sewer System, (iii) a title report, prepared by the Association's legal counsel, evidencing no liens, encumbrances or other matters of title that, in the sole discretion of the Town's legal counsel, adversely affect the Clover Way Sewer System or 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 and Bill of Sale on behalf of the Association, all in a form reasonably satisfactory to the Town.

b. **Amended Condominium Plat and Subdivision Plan.** Simultaneous with the documents set forth in (a) above, the Association shall submit to the Town (i) a copy of an amended condominium plat suitable for recording depicting the Easement with courses and distances, 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, a copy of an amended subdivision plan suitable for recording.

3. **Inspection and Final Review; Town Council Vote.** Following satisfaction of the Conditions, a satisfactory final inspection by the Town of the Clover Way Sewer System, evidencing no changes, defects or malfunctions in said system since the date hereof, and final review by the Town and its legal counsel of the other materials required under Section 2 of this Agreement, the Town Manager shall schedule a vote of the Falmouth Town Council to accept the Clover Way Sewer System at a meeting to be held within sixty (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 fourteen (14) business days after the Final Acceptance Meeting (the "Post-Acceptance Conditions"): (i) evidence of the Association having recorded the condominium plat and the amended subdivision plan, and (ii) receipt by the Town of the executed Bill of Sale. 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 Clover Way Sewer System. All alterations and improvements to the Clover Way Sewer System and all equipment installed or added to the Clover Way Sewer System after the date hereof shall forever remain the sole property of the Association unless the Town accepts the Clover Way Sewer System.

4. **Escrowed Funds.** The parties acknowledge that the Association has paid to the Town Two Thousand Dollars (\$2,000.00) to be held and used by the Town to reimburse itself for its actual legal fees, costs and expenses in connection with the transaction contemplated in this Agreement. If at any time the full amount of the escrowed funds is expended, the Town shall provide the Association with a written request for additional escrowed funds of not less than \$2,000.00, and the Association shall deliver the same to the Town within fourteen (14) days. Following complete performance of the parties in accordance with this Agreement, the Town shall return to the Association any unspent portion of the escrowed funds referenced in this Section 4 in excess of the Town's actual legal fees, costs and expenses incurred, if any.

5. **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 Clover Way 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. Upon such termination, the Town shall return to the Association any unspent portion of the escrowed funds referenced in Section 4 in excess of the Town's actual legal fees, costs and expenses incurred, and neither party shall have further rights or obligations hereunder, except any rights or obligations that by their terms survive termination of this Agreement.

6. **Condominium Property.** The Association agrees not to mortgage, encumber, or alter the use of the Clover Way 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 Clover Way Sewer System and the Easement Area consistent with the manner in which it has operated and maintained the Easement Area and the Clover Way 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 Clover Way 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 Clover Way Sewer System, and any other material adverse change relevant to the Clover Way 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 Clover Way Sewer System or the Easement Area, including without limitation damage to or deficiencies in the Clover Way 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 Clover Way 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 Clover Way 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 Clover Way 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.

7. **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.

8. **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.

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 _____, 2025.

TOWN OF FALMOUTH

By: _____

Nathan Poore

Its: Town Manager

In Witness Whereof, Clover Way Condominium Association, acting on behalf of the unit owners of Clover Way Condominium, has caused this instrument to be executed by _____, its _____, thereunto duly authorized, this ____ day of _____, 2025.

CLOVER WAY CONDOMINIUM ASSOCIATION

By: _____

Its: