

**EASEMENT DEED AND AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, THAT, the **Town of Freeport**, a Maine municipality, with a mailing address of 30 Main Street, Freeport, Maine 04074 (referred to hereinafter as the “Grantor”), for valuable consideration paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby GRANT unto, **Freeport Village Apartments LLC**, a Maine limited liability company with a mailing address of P.O. Box 7589, Portland, Maine 04112 (referred to hereinafter as the “Grantee”), the following easement (the “Easement”) for the purposes and upon the terms and conditions set forth herein:

- 1. Benefitted Property.** Grantee is the owner of a certain lot or parcel of land, situated in the Town of Freeport, Cumberland County, Maine, with an address of 22 Main St., being more particularly described in a certain deed from Moser Properties, dated at or even date herewith, and recorded in the Cumberland County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (hereinafter the “Benefitted Property”). Grantee intends to develop the Benefitted Property into a 30-unit multi-family dwelling project, approved by the Town of Freeport Project Review Board on [DATE] (the “Intended Use”).
- 2. Burdened Property.** Grantor is the owner of a certain lot or parcel of land, situated in the Town of Freeport, Cumberland County Maine, with an address of 30 Main Street more particularly a certain deed from, dated \_\_\_/\_\_\_/\_\_\_ , and recorded in said Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (hereinafter the “Burdened Property ”). The Burdened Property is the Town of Freeport’s town hall site and associated parking with one way egress to Depot Street.
- 3. Easement Granted.** Grantor hereby grants and conveys to Grantee, its successors, assigns, permittees, tenants and owners (each a “Grantee Party” and collectively, the “Grantee Parties”) a non-exclusive appurtenant easement over the Easement Area, as defined below, for the purpose of one-way pedestrian, vehicular, motorized and non-motorized egress from the Benefitted Property over the Easement Area to Depot Street. The rights granted above shall include the right, but not the obligation, to install, maintain, repair, and replace the paved road within the Easement Area, at Grantee’s expense. In the event the Grantee Parties disturb the Burdened Property in connection with the exercise of its rights under this easement, Grantee will restore the surface of such areas so disturbed to substantially the same condition as existed prior to such disturbance.
- 4. Easement Area.** The Easement Area is a portion of the Burdened Property depicted in the attached Exhibit A and being more particularly bounded and described in the attached Exhibit B (hereinafter the “Easement Area”).

5. **Relocation of Easement Area.** The Grantor may relocate the Easement Area in Grantor's sole discretion, provided Grantee's right of egress through the Benefited Property to a public street are preserved.
6. **Maintenance.** The Grantor shall maintain the Easement Area in accordance with its current practices and policies and has no obligation to maintain the Easement Area (including, without limitation, snow and ice removal) at any times in which the Grantor's town offices are not open. Grantee acknowledges that Grantor, during the winter months, clears snow and maintains the Easement Area taking into consideration the hours of operation and needs of the town hall. Subject to the terms hereof, Grantor grants Grantee the right to clear snow and maintain the surface of the Easement Area during those times and instances when the Grantor does not.
7. **Indemnification.** Grantee will hold harmless and indemnify (including reasonable attorneys' fees) Grantor, and its successors and assigns, from any claims, suits, judgments, executions, or demands arising from claimed or actual damages, personal injury, property damage (including damage to Grantor's own real or personal property), death or any other loss, to the extent such loss arises in any way from the negligence or intentional acts of the Grantee. Nothing in this paragraph shall constitute a waiver by Grantor of any provision of the Maine Tort Claims Act, 14 M.R.S. §8101 et seq.
8. **Miscellaneous.** Any exercise of the easement rights granted herein shall: (a) cause the least disruption reasonably practicable to the Burdened Property and the Grantor's use thereof; (b) be performed in a good and workmanlike manner; and (c) comply with all applicable laws, ordinances, rules, and regulations.
9. **Termination.** By acceptance of the Easement, Grantee, its successors and assigns, acknowledge and agree that should the Benefitted Property not be used for the Intended Use the Easement shall terminate and have no further force or effect; provided, however, that the termination of this Easement shall not limit or affect any remedy at law or in equity that a party to this Easement may have against the other party to this Easement with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination. The Town shall have the right to record a unilateral Termination of Easement terminating this Easement should the Benefited Property not be used and/or cease as being used for its Intended Use.

Grantor expressly retains fee ownership in Easement Area, including all rights of ownership and use which do not object or interfere with the easement rights granted herein.

This Easement, subject to the terms and conditions set forth herein, shall run with the land and be binding upon and inure to the benefit of the Grantors and Grantee, and their heirs, successors, and assigns. The terms Grantor and Grantee as used throughout this Easement are intended to include the Grantors and Grantee, as well as their respective heirs, successors, and assigns as applicable. If any portion of this Easement or any provision in this Easement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable. With the exception of Grantor's right to terminate this Easement in paragraph 9, this easement may only be modified in writing signed by all parties and recorded in the Cumberland County Registry of Deeds. This Easement shall be construed and governed under the laws of the State of Maine.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this \_\_\_ day of the month of \_\_\_\_\_, 2023.

Singed, Sealed and Delivered  
In the present of:

Grantor  
**TOWN OF FREEPORT**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Print Name:  
Its:

STATE OF MAINE  
COUNTY OF CUMBERLAND

Personally appeared the above named \_\_\_\_\_ in his capacity Town Manager of the Town of Freeport, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Town of Freeport

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print Name/Commission Expiration

Singed, Sealed and Delivered  
In the present of:

Grantee  
**FREEPORT VILLAGE APARTMENTS LLC**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Print Name:  
Its:

STATE OF MAINE  
COUNTY OF CUMBERLAND

Personally appeared the above named \_\_\_\_\_, Member Manager of \_\_\_\_\_, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print Name/Commission Expiration

**EXHIBIT A**  
("Easement Area ")

**EXHIBIT B**  
("Easement Area")

ITEM # 18-23 EASEMENT

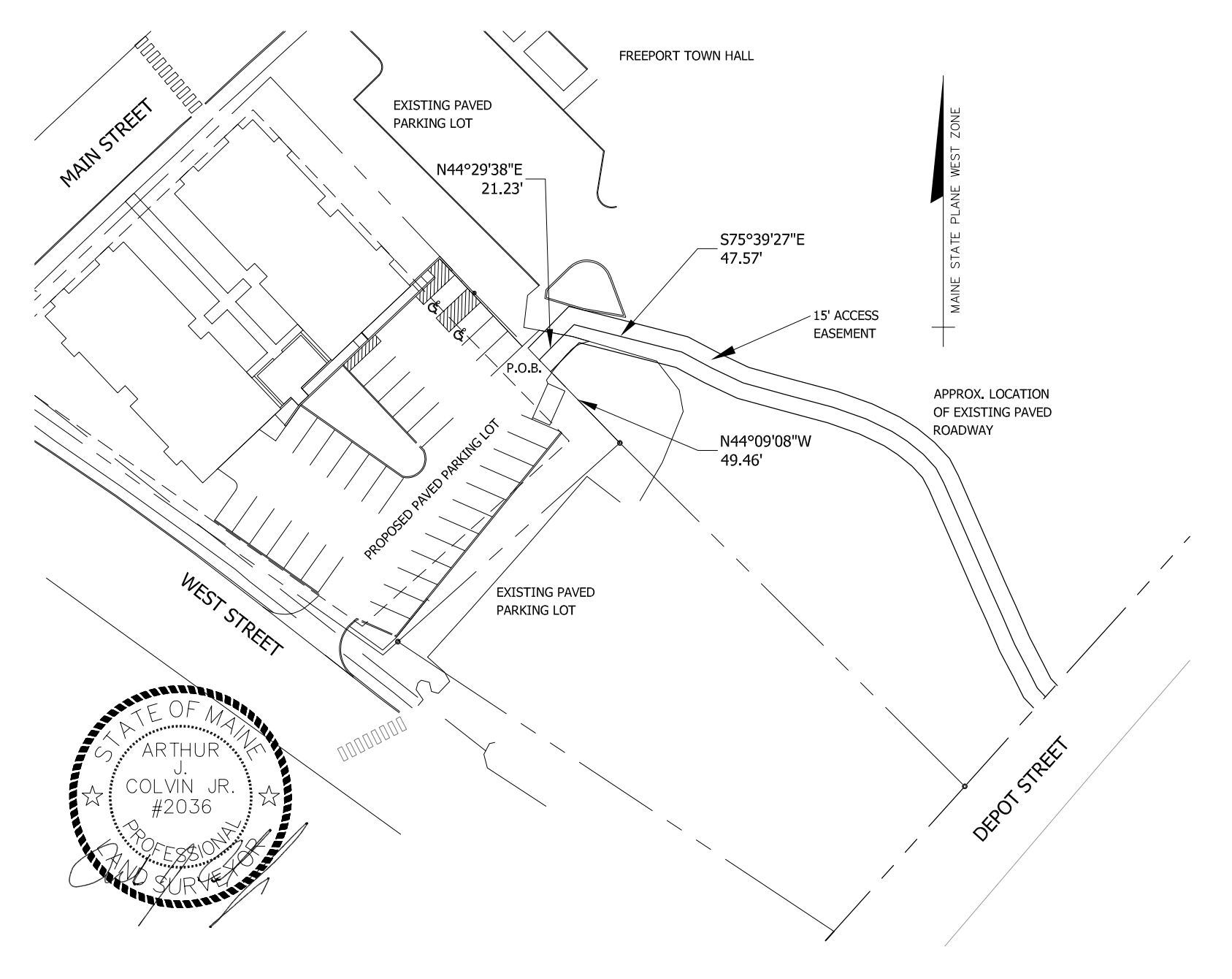


LWS DEVELOPMENT, LLC  
 PO BOX 7589  
 PORTLAND, ME 04112

FREEPORT VILLAGE APARTMENTS  
 22 MAIN STREET FREEPORT, MAINE

EXHIBIT A ACCESS EASEMENT

SCALE:	1"=60'
DESIGNED:	N/A
DRAWN:	AJC
DATE:	1-31-23
PROJECT NUMBER:	22-102



**EXHIBIT B**  
(Access Easement)

That tract of land located approximately 350 feet southeasterly of Main Street, in the Town of Freeport, County of Cumberland, State of Maine, more particularly described as follows:

**Description of centerline of the Access Easement**

**BEGINNING** at a point on the southerly property line of the inhabitants of the town of Freeport, said point being located N 44°09'08" W, a distance of 49.46 feet from a 1" iron pipe found marking the northeast corner of land Moser Properties, LLC, Book 25285-Page 136;

**THENCE** N 44°29'38" E, through the land of said inhabitants of the town of Freeport, a distance of 21.23 feet to a point;

**THENCE** S 75°39'27" E, through the land of said inhabitants of the town of Freeport, a distance of 47.57 feet to a point;

**C**

**THENCE** in a general southeasterly direction, following the center of a paved travelled way, to Depot Street.

Tract of land for the access easement is 15 feet wide. The northerly side of the tract is parallel to and offset 7.5 feet northerly from the centerline of the access easement, as described above. The southerly side of the tract is parallel to and offset 7.5 feet southerly from the centerline of the access easement, as described above.

**THIS DESCRIPTION PREPARED BY ARTHUR J. COLVIN, PLS 2036, AN AGENT OF TRILLIUM ENGINEERING GROUP.**