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(1914-1987)

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(1918-2003)

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TUDOR N. GOLDSMITH

VIA EMAIL

December 13, 2016

Nathan A. Poore, Town Manager  
Town of Falmouth  
271 Falmouth Road  
Falmouth, Maine 04105

Re: Squidere Lane

Dear Nathan:

I am writing on behalf of Avesta Blackstone LP and Hill Street Terrace Housing Corporation, the future and current owners of the property located at 21 Squidere Lane. As you know, Avesta is in the process of acquiring approvals to add 19 new affordable senior housing units to this property. Over the course of the review, issues have come up concerning the status Squidere Lane, which Avesta now seeks to resolve.

1. The Town has determined that while Squidere Lane was laid out by the Town several decades ago and has been maintained by the Town since that time, the Town did not complete the required statutory procedures to make Squidere Lane a town way. It is likely that the Town has since acquired adverse rights through its continued maintenance of the street. However, in order to resolve the uncertainty, Avesta, which owns the underlying fee in the entire length of the street from Depot Road to its property, proposes to deed that fee interest to the Town. This deed will be provided without claim for damages, pursuant to the requirements of 23 M.R.S.A § 3025. In addition, as requested by Town staff, Avesta will provide a maintenance covenant for the street. Under the terms of that covenant, Avesta and any successors in interest to the property will be responsible for the winter maintenance of Squidere Lane. The Town shall remain responsible for any capital maintenance, including paving, repairs and the handling of stormwater runoff from the street.

2. A portion of Squidere Lane is located within the property boundaries of Avesta's property. This is identified on recorded plans as a large cul-de-sac. Avesta seeks to develop the new building in a portion of this area. While the status of the existing cul-de-sac area is unclear, as is the portion of the remainder of Squidere Lane, Avesta requests that the Town discontinue this portion of the Squidere Lane to clear up this uncertainty. Avesta will provide the Town with

Jensen Baird  
Gardner Henry

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a smaller turnaround easement on the property. The Portland Water District has revised the terms of its easement so that it is consistent with the revised turnaround area.

In order to accomplish the above-described items, the following documents are enclosed:

1. The deed for the underlying fee in Squidere Lane, from Depot Road to Avesta's property line. The deed incorporates the permanent replacement turnaround easement and a temporary easement over the existing turnaround, which will remain in effect only until the construction of the replacement turnaround. The Real Estate Transfer Tax Declaration is also attached.

2. The maintenance covenant.

3. A petition for discontinuance of the existing cul-de-sac. As Hill Street Terrace Housing Corporation is the sole abutter to this portion of the street, it is the only party entitled to notice of the requested discontinuance action. Because Avesta is providing a turnaround easement, it requests that the discontinuance occur without the retention of a public easement, as noted in the petition. The discontinuance will not affect Portland Water District's revised deeded easement and so that is not referenced in the petition. Avesta and Hill Street Terrace Housing Corporation waive any claim for damages that could be awarded pursuant to 23 M.R.S.A. § 3026-A.

4. A draft Order of Discontinuance. 23 M.R.S.A. § 3026-A requires that the Town Council discuss and file an order of discontinuance with the Town Clerk. The Town Council must hold a public hearing on the order and then vote upon the order 10 days or more after the public hearing. If approved by the Council, the Town Clerk must record an attested certificate of discontinuance, which will describe the discontinued Town way and the vote of the Town Council, in the Registry of Deeds and provide a copy of the certificate to the Maine Department of Transportation, Bureau of Maintenance. There does not appear to be an exception in the statute for a Town road, such as this, that is not maintained by MDOT. If you would like Avesta to be responsible for the recording, please let me know and I will coordinate with Town staff to get the executed documents after the Council meeting.

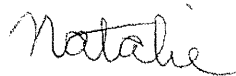
Because 23 M.R.S.A. § 3026-A(4) requires the Town Council to vote on the order of discontinuance 10 days or more after the public hearing, we are requesting that the Town Council hold the public hearing at its meeting on January 9, 2017 and vote on the order at its next meeting on January 23. It probably makes the most sense for the Council to accept the deed for Squidere Lane and the Maintenance Covenant on January 23 as well even though those actions do not require the extra meeting.

Please let me know if there are any questions. Thank you.

Jensen Baird  
Gardner Henry

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Sincerely,

A handwritten signature in cursive script that reads "Natalie".

Natalie L. Burns

Enclosure

cc: Drew Wing

**PETITION FOR STREET DISCONTINUANCE**

To the Municipal Officers of the Town of Falmouth: The undersigned respectfully represents that a section of a Town Way, being the portion of Squidere Lane located generally westerly of the property line of property owned by the petitioner, is no longer of public use and necessity and it is requested that the same be discontinued as provided in Title 23 M.R.S. Section 3026-A. It is requested that the Town of Falmouth not retain a public easement over the above-described discontinued area, as provided in Title 23 M.R.S. Section 3026-A.

The Petitioner waives the award of any damages that could be claimed by virtue of the discontinuance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

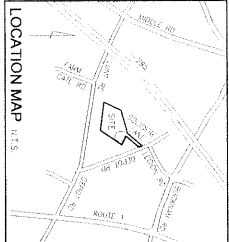
HILL STREET TERRACE HOUSING  
CORPORATION

By \_\_\_\_\_  
Dana Totman, Its President

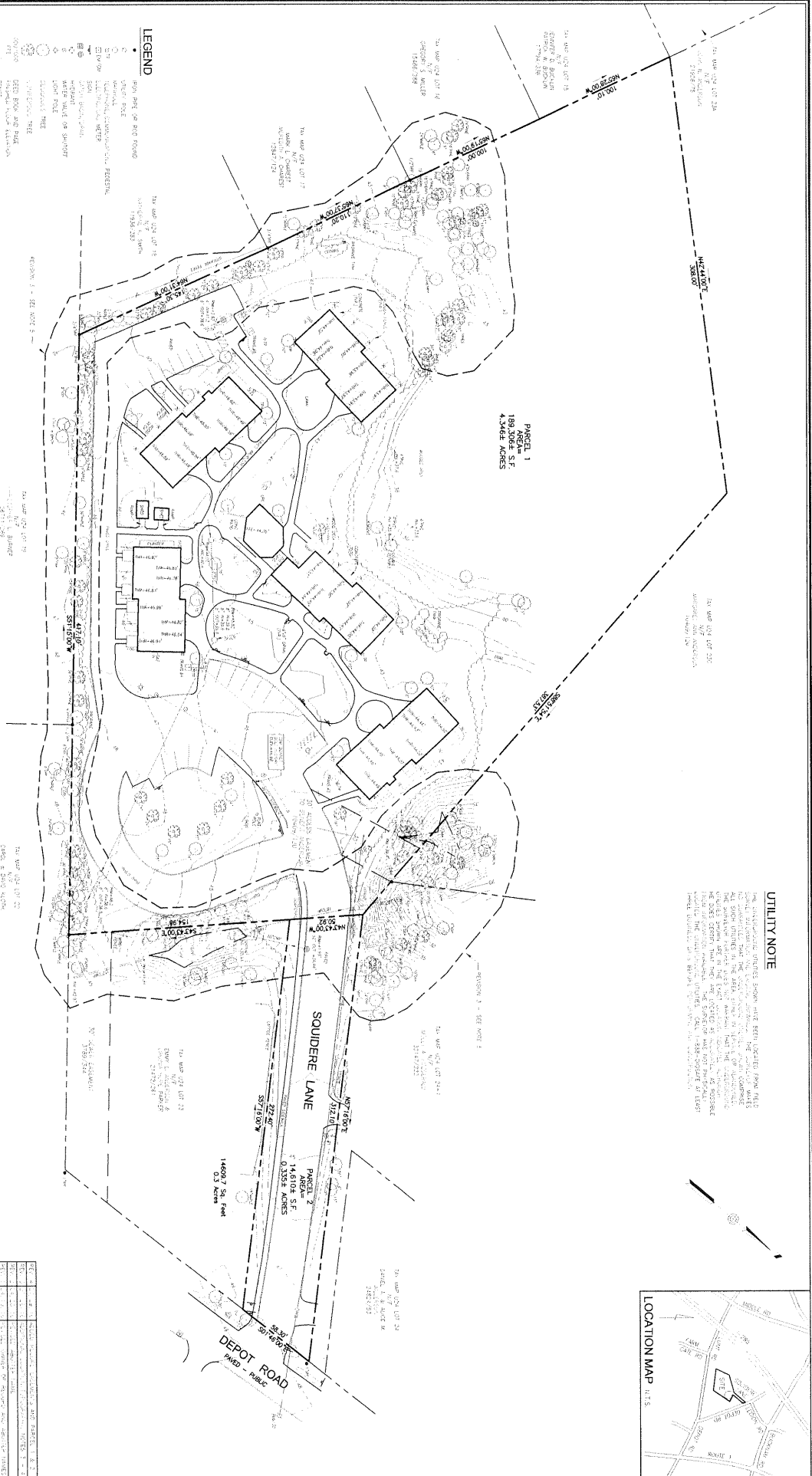
Description of the section to be discontinued: See drawing attached hereto as Exhibit A. The section to be discontinued is only that portion of Squidere Lane located within the boundaries of Parcel 1 as shown on Exhibit A.

The above-described parcel is a portion of the right of way described on a Plan entitled "Elderly Housing 12 Units Falmouth, ME Proj. No. 8-102-E," approved by the Falmouth Zoning Board of Appeals and recorded in the Cumberland County Registry of Deeds in Plan Book 111, Page 8.

# EXHIBIT A



**UTILITY NOTE**  
 The utility lines shown have been located from field notes and records. The utility lines shown are not to be construed as a warranty of accuracy. The utility lines shown are for informational purposes only. The utility lines shown are not to be used for any other purpose. The utility lines shown are not to be used for any other purpose.



- LEGEND**
- 1. Proposed building footprint
  - 2. Existing building footprint
  - 3. Proposed parking area
  - 4. Existing parking area
  - 5. Proposed driveway
  - 6. Existing driveway
  - 7. Proposed sidewalk
  - 8. Existing sidewalk
  - 9. Proposed utility line
  - 10. Existing utility line
  - 11. Proposed fence
  - 12. Existing fence
  - 13. Proposed tree
  - 14. Existing tree
  - 15. Proposed tree removal
  - 16. Existing tree removal
  - 17. Proposed tree preservation
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  - 99. Proposed tree preservation
  - 100. Existing tree preservation

**PLAN REFERENCES**

1. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

2. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

3. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

4. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

5. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

6. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

7. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

8. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

9. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

10. Site plan and grading plan, subject housing project, submitted to Planning Board on 11/11/2013.

**GENERAL NOTES**

1. All dimensions are in feet and inches.

2. All bearings are in degrees, minutes and seconds.

3. All distances are in feet and inches.

4. All areas are in square feet.

5. All volumes are in cubic feet.

6. All weights are in pounds.

7. All lengths are in feet.

8. All widths are in feet.

9. All heights are in feet.

10. All depths are in feet.

11. All diameters are in feet.

12. All radii are in feet.

13. All angles are in degrees, minutes and seconds.

14. All curves are in feet and inches.

15. All grades are in percent.

16. All elevations are in feet above sea level.

17. All bearings are in degrees, minutes and seconds.

18. All distances are in feet and inches.

19. All areas are in square feet.

20. All volumes are in cubic feet.

21. All weights are in pounds.

22. All lengths are in feet.

23. All widths are in feet.

24. All heights are in feet.

25. All depths are in feet.

26. All diameters are in feet.

27. All radii are in feet.

28. All angles are in degrees, minutes and seconds.

29. All curves are in feet and inches.

30. All grades are in percent.

31. All elevations are in feet above sea level.

**CERTIFICATE**

I, the undersigned, being a duly licensed Professional Engineer in the State of Maine, do hereby certify that the foregoing is a true and correct copy of the original plan and specifications as filed in my office, and that the same conform to the requirements of the laws of the State of Maine.

\_\_\_\_\_  
 Date: 11/11/2013



TOPOGRAPHIC SURVEY			
FALMOUTH EBEITY HOUSING			
SQUIDRE LANE, FALMOUTH, MAINE			
CARROLL WAY ASSOCIATES			
217 COMMERCIAL ST. SUITE 200, PORTLAND, MAINE			
OWEN HASKELL, INC.			
1000 S. COMMERCE ST. SUITE 100, PORTLAND, MAINE			
Drawn By	Scale	Date	Job No.
Checked By	Scale	Date	Draw No.
Project No.	Sheet No.	Scale	Draw No.

### Order of Discontinuance of a Street

**To:** Residents of the Town of Falmouth and other interested persons  
**From:** Municipal Officers of the Town of Falmouth

Pursuant to 23 M.R.S. § 3026-A, the Municipal Officers of the Town of Falmouth hereby order the discontinuance as a Town way of that portion of Squidere Lane described as follows: The entire cul-de-sac located within the boundaries of Parcel 1 as shown on the plan attached hereto as Exhibit A.

The above-described parcel is a portion of the right of way described on a Plan entitled "Elderly Housing 12 Units Falmouth, ME Proj. No. 8-102-E," approved by the Falmouth Zoning Board of Appeals and recorded in the Cumberland County Registry of Deeds in Plan Book 111, Page 8.

Having given best practicable notice to all abutting property owners, a list of whom is attached to this Order, and the Town Planning Board, we further order that no damages be awarded to the abutting property owners.

Further, said Municipal Officers in their capacity as the Town Council, acting as the legislative body of the Town of Falmouth, hereby approve said order of the municipal officers and further order that said portion of Squidere Lane be discontinued immediately, without damages to abutters and with no public easement reserved.

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
Karen Farber

\_\_\_\_\_  
Caleb Hemphill

\_\_\_\_\_  
Claudia King

\_\_\_\_\_  
Ned Kitchel

\_\_\_\_\_  
Charlie McBrady

\_\_\_\_\_  
Aaron Svedlow

\_\_\_\_\_  
Andrea Ferrante

\_\_\_\_\_  
Municipal Officers/Town Council

## **LIST OF ABUTTING PROPERTY OWNERS**

1. Hill Street Terrace Housing Corporation  
307 Cumberland Avenue  
Portland Maine 04101





## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that HILL STREET TERRACE HOUSING CORPORATION, a Maine nonprofit corporation with a place of business and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (“Grantor”), FOR CONSIDERATION PAID, grants to the TOWN OF FALMOUTH, a Maine body corporate and politic, with a place of business and mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (the “Grantee”), WITH WARRANTY COVENANTS, a certain lot or parcel of land located in Falmouth, Cumberland County, Maine, being a portion of Squidere Lane in said Falmouth, more particularly described in **Exhibit A** attached hereto and made a part hereof.

This deed is given to convey all of the Grantor’s right, title and interest in and to the parcel described in Exhibit A, and for the Grantee to accept the same from Grantor, without claim for damages, in order to effectuate the laying out and acceptance of said portion of Squidere Lane as a Town Way, such laying out and acceptance having been approved by the Falmouth Town Council at a duly held meeting on September 27, 1976, but such parcel never having been transferred by deed to the Grantee. By acceptance of this deed, Grantee agrees that it shall be solely responsible for the repair and replacement from time to time of the road surface and related infrastructure (including, without limitation, drainage infrastructure) on or in the area described in **Exhibit A**, the determination of which shall lie within the exclusive discretion of Grantee as to the need, if any, and timing for such repair and replacement; provided, however, Grantor agrees to be responsible for plowing snow and sweeping the roadway, all of the foregoing to be subject to and in accordance with a certain Road Maintenance Covenant and Agreement between the Grantor and Grantee of near or even date herewith, to be recorded in the Cumberland County Registry of Deeds (the “Road Maintenance Covenant and Agreement”).

### EASEMENTS:

#### Permanent Easement:

Grantor also hereby grants to Grantee a permanent and perpetual easement for ingress and egress by foot and vehicles over the area described in **Exhibit B** (the “Permanent Easement”), being a portion of Parcel One described in a deed from Falmouth Elderly Housing Corporation to Grantor dated December 11, 2013 and recorded in said Registry of Deeds in Book 31223, Page 130 (the “Grantor’s Property”). The Permanent Easement is granted only to the Town, its employees and agents, and not to the public, for purposes of changing direction of vehicles at the end of Squidere Lane, and for the Town’s performance of work from time to time in accordance with the Road Maintenance Covenant and Agreement. Grantor reserves the right

to prohibit or limit parking within the area of the Permanent Easement, in Grantor's sole discretion, and to install reasonable signage setting forth such restrictions.

Grantor will reconstruct a portion of the drive within the area of the Permanent Easement and agrees that the re-constructed paved drive within the area of the Permanent Easement shall connect to the end of Squidere Lane and shall be as shown on the approved subdivision plan for Grantor's new 19-unit multifamily building to be built on the Grantor's Property ("Grantor's Project") referenced in Exhibit B, together with a new sidewalk, all as shown on said subdivision plan to be recorded herewith. Grantee shall not use the Permanent Easement while the Temporary Easement granted below remains in effect.

Temporary Easement:

Grantor grants to Grantee a temporary easement over the existing circular driveway on Grantor's Property as shown on the drawing attached hereto as **Exhibit C** (the "Temporary Easement") for the same purposes as the Permanent Easement. The Temporary Easement is subject to the Grantor's right to construct Grantor's Project, generally in the location of the Temporary Easement, and in connection therewith, to relocate and reconstruct the paved drive to the location of the Permanent Easement as described in **Exhibit B**. The Temporary Easement shall continue so long as the paved drive exists in its present location, but shall terminate and be of no further force or effect upon completion, if it occurs, of the reconstruction of the paved drive located on the Permanent Easement.

Grantee by its acceptance of this deed agrees not to exercise any of its rights and easements granted herein in a manner that unreasonably interferes with the construction of Grantor's Project.

*[remainder of page left blank intentionally—signatures begin on next page]*

IN WITNESS WHEREOF, Hill Street Terrace Housing Corporation, the Grantor, has caused this instrument to be executed by Dana Totman, its duly authorized President, this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

HILL STREET TERRACE HOUSING CORPORATION, Grantor

\_\_\_\_\_

By: \_\_\_\_\_  
Dana Totman, its President

STATE OF MAINE  
CUMBERLAND, SS.

\_\_\_\_\_, 2017

Personally appeared the above-named Dana Totman, President of Hill Street Terrace Housing Corporation, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said nonprofit corporation.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## EXHIBIT A

Beginning on the westerly side of Depot Road near a 1" iron pipe at the most easterly corner of land now or formerly of Daniel A. Willerson and Alice M. Willerson described in a deed recorded in the Cumberland County Registry of Deeds in Book 24824, Page 53;

Thence South 57°16'00" West along the southeasterly boundary of said land of Willerson and the southeasterly boundary of land of Molly A. Fitzgerald described in a deed recorded in the Cumberland County Registry of Deeds in Book 32147, Page 222 a distance of 312.10 feet, more or less, to a point at land now or formerly of Hill Street Terrace Housing Corporation described in a deed recorded in said Registry of Deeds in Book 31223, Page 130;

Thence South 43°43'00" East along said land now or formerly of Hill Street Terrace Housing Corporation a distance of 50.92 feet, more or less, to the northwesterly corner of land now or formerly of Emmy L. Anderson and Virginia Hope Parker described in a deed recorded in said Registry of Deeds in Book 21472, Page 261;

Thence North 57°16'00" East along said land of Anderson and Parker a distance of 272.40 feet, more or less, to the westerly sideline of Depot Road;

Thence North 1°46'00" West along said westerly sideline of Depot Road a distance of 58.30 feet, more or less, to the point of beginning.

Meaning and intending to describe Parcel Two as described in said deed to Hill Street Terrace Housing Corporation recorded in said Registry of Deeds in Book 31223, Page 130.

**EXHIBIT B**

A certain lot or parcel of land on the westerly side of Squidere Lane in the Town of Falmouth, County of Cumberland and State of Maine shown on "Subdivision Plan Blackstone Senior Apartments 21 Squidere Lane, Falmouth, ME by Kaplan Thompson Architects Dated 09/09/16" to be recorded in the Cumberland County Registry of Deeds, bounded and described as follows:

Commencing at a concrete monument to be set at the northwesterly corner of Squidere Lane on the southerly line of land now or formerly of Molly A. Fitzgerald recorded in deed Book 32147, Page 222, being S 57°16'00" W a distance of 312.10 feet from the westerly sideline of Depot Street;

Thence, S 43°43'00" E along the terminus of Squidere Lane 9.80 feet to the point of beginning;

Thence, S 43°43'00" E a distance of 28.83 feet;

Thence, along a curve turning to the left with an arc length of 60.11 feet having a radius of 144.58 feet with a chord bearing of S 46°09'35" W and a chord length of 59.67 feet;

Thence, S 34°14'58" W a distance of 26.51 feet;

Thence, S 03°20'44" W a distance of 55.74 feet;

Thence, along a curve turning to the right with an arc length of 26.77 feet having a radius of 32.00 feet with a chord bearing of S 27°18'44" W and a chord length of 26.00 feet;

Thence, S 51°16'44" W a distance of 10.73 feet;

Thence, S 38°41'03" E a distance of 74.68 feet;

Thence, along a curve turning to the left with an arc length of 7.86 feet having a radius of 5.00 feet with a chord bearing of S 83°43'11" E and a chord length of 7.08 feet;

Thence, N 51°14'42" E a distance of 29.06 feet;

Thence, S 38°45'18" E a distance of 12.00 feet;

Thence, S 51°14'42" W a distance of 69.01 feet;

Thence, N 38°45'18" W a distance of 20.03 feet;

Thence, along a curve turning to the left with an arc length of 23.52 feet having a radius of 15.00 feet with a chord bearing of N 06°13'41" E with a chord length of 21.18 feet;

Thence, N 38°41'03" W a distance of 83.38 feet;

Thence, along a curve turning to the right with an arc length of 40.10 feet having a radius of 31.50 with a chord bearing of N 02°13'03" W and a chord length of 37.44 feet;

Thence, N 34°14'58" E a distance of 104.40 feet;

Thence, along a curve turning to the right with an arc length of 52.65 feet having a radius of 150.44 feet with a chord bearing of N 44°16'31" E and a chord length of 52.38 feet to the point of beginning.

Containing 9,375 S.F., more or less.



MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION
36 M.R.S. §§ 4641-4641N

1. County
CUMBERLAND

2. Municipality/Township
FALMOUTH

BOOK/PAGE—REGISTRY USE ONLY

3. GRANTEE/PURCHASER
3a) Name LAST or BUSINESS, FIRST, MI: TOWN OF FALMOUTH
3b) SSN or Federal ID:
3c) Name LAST or BUSINESS, FIRST, MI:
3d) SSN or Federal ID:
3e) Mailing Address after purchase of this property: 271 FALMOUTH ROAD
3f) City: FALMOUTH
3g) State: ME
3h) ZIP Code: 04105

4. GRANTOR/SELLER
4a) Name LAST or BUSINESS, FIRST, MI: HILL STREET TERRACE HOUSING CORPORATION
4b) SSN or Federal ID: 01-0347202
4c) Name LAST or BUSINESS, FIRST, MI:
4d) SSN or Federal ID:
4e) Mailing Address: 307 CUMBERLAND AVNEUE
4f) City: PORTLAND
4g) State: ME
4h) ZIP Code: 04101

5. PROPERTY
5a) Map: U24, Block: B, Lot: 23, Sub-Lot:
5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)—>
Check any that apply:
No tax maps exist
Multiple parcels
Portion of parcel
5d) Acreage: .

6. TRANSFER TAX
6a) Purchase Price (If the transfer is a gift, enter "0") 0.00
6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value) 0.00
6c) Exemption claim - [X] Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

GRANTEE IS A MUNICAPLITY THEREFORE EXEMPT.

7. DATE OF TRANSFER (MM-DD-YYYY)
8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.
CLASSIFIED

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:
Purpose of deed is to settle status of roadway. No consideration for transfer.
10. INCOME TAX WITHHELD— Buyer(s) not required to withhold Maine income tax because:
[X] Seller has qualified as a Maine resident
A waiver has been received from the State Tax Assessor
Consideration for the property is less than \$50,000
Foreclosure sale

11. OATH
Aware of penalties as set forth by 36 M.R.S. § 4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:
Grantee \_\_\_\_\_ Date \_\_\_\_\_ Grantor \_\_\_\_\_ Date \_\_\_\_\_
Grantee \_\_\_\_\_ Date \_\_\_\_\_ Grantor \_\_\_\_\_ Date \_\_\_\_\_

12. PREPARER
Name of Preparer: Curtis Thaxter, Phone Number: 207 774 9000
Mailing Address: P.O. Box 7320, Email Address: mselinger@curtisthaxter.com
Portland, ME 04112, Fax Number: \_\_\_\_\_

## ROAD MAINTENANCE COVENANT AND AGREEMENT

This Road Maintenance Covenant and Agreement dated \_\_\_\_\_, 2017 is by and between HILL STREET TERRACE HOUSING CORPORATION, a Maine nonprofit corporation with a place of business and mailing address of 307 Cumberland Ave., Portland, Maine 04101 (the “Declarant”), and the TOWN OF FALMOUTH, a Maine body corporate and politic with a place of business and mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (the “Town”).

### RECITALS

WHEREAS, Declarant is the owner of a lot or parcel of land with the buildings and improvements now or hereafter thereon, more particularly described in **Exhibit A** attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property is accessed via Squidere Lane, a public way the location of which is more particularly described in **Exhibit B** (the “Road”) which Road was conveyed to the Town of Falmouth by deed of near or even date herewith, to be recorded in the Cumberland County Registry of Deeds (the “Squidere Lane Deed”); and

WHEREAS, the parties wish to set forth their agreement with respect to maintenance and upkeep of the Road.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. The parties agree that notwithstanding the conveyance of the Road to the Town evidenced by the Squidere Lane Deed, Declarant will, at its own cost and expense, keep the Road passable during winter months by plowing, salting and sanding the Road from time to time as needed to allow for safe passage of motor vehicles, and shall perform the same work on the sidewalk adjacent to the Road, in order to allow for safe pedestrian passage. In addition, Declarant agrees to plow, salt and sand the circular drive located on the Property as needed to allow for safe passage by persons and motor vehicles in accordance with the easement described in the Squidere Lane Deed.
2. Declarant agrees that if it fails to perform its obligations as described in Section 1 above, the Town may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Declarant written notice and a reasonable time to perform, the Town may, by its authorized agents or representatives, enter upon the Road and the Property to perform the duties of the Declarant as set forth in Section 3 above, the cost and expense thereof to be reimbursed in full to the Town by the Declarant upon written demand and recoverable in a civil action. In any action to enforce



this Agreement, the prevailing party shall be reimbursed for its reasonable legal fees and costs.

3. Declarant takes on no maintenance or repair obligation as to the Road beyond those specified in Section 1 above. As set forth in the Squidere Lane Deed, the Town shall be solely responsible for the repair and replacement from time to time of the Road surface and related infrastructure (including without limitation drainage infrastructure, subject to Section 4 below) on or in the Road. Nothing in this Section shall be interpreted as imposing any specific repair or replacement obligation on the Town or as otherwise limiting the Town's discretion about determining the need for or timing of any such repair or replacement.
4. Declarant and the Town acknowledge that the Property is benefitted by a culvert located under the Road, near the northeasterly boundary of the Property, providing drainage to and from the Property, the Road and adjacent properties. The parties agree that, in the event the culvert requires repairs or replacement in the future, they will negotiate in good faith for the sharing of the cost of said repairs or replacement.
5. This Agreement shall bind the Declarant only for so long as it remains the record owner of the Property. This Agreement and the rights and obligations hereunder shall run with the land and be binding upon and shall inure to the benefit of the parties and their respective successors and assigns as their interests may from time to time appear. This Agreement shall be governed by Maine law and may only be altered by an instrument executed by the Declarant and the Town and recorded in the Cumberland County Registry of Deeds. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements or understandings between the parties. Any provision or part of this Agreement held to be void or unenforceable by a court shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective representatives, thereunto duly authorized, as of the date first set forth above.

**HILL STREET TERRACE HOUSING  
CORPORATION**

BY: Pinecone Housing Corporation,  
its General Partner

By \_\_\_\_\_  
Dana Totman, its President

**TOWN OF FALMOUTH**

By \_\_\_\_\_  
Nathan Poore, its Town Manager

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 2017

Personally appeared the above-named Dana Totman, President of Pinecone Housing Corporation, General Partner of Hill Street Terrace Housing Corporation, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation and limited partnership.

Before me,

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

Print Name: \_\_\_\_\_

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 2017

Personally appeared the above-named Nathan Poore, Town Manager for the Town of Falmouth, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the Town of Falmouth.

Before me,

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

Print Name: \_\_\_\_\_

## EXHIBIT A

A certain lot or parcel of land situated in the Town of Falmouth, County of Cumberland and State of Maine, with the buildings and improvements thereon, bounded and described as follows (Number references thus (2173/477) are to book and page of record at Cumberland County Registry of Deeds):

Beginning at an iron pipe at the most southerly corner of land of Raymond S. Willerson (2173/477), said pipe being South 11° 38' East one hundred fifty and 0/10 (150.0) feet from said Willerson's northwest corner and the southwest corner of land of Bryant M. Brown (2593/282), said pipe also being South 57° 16' West three hundred twelve and 1/10 (312.1) feet from the westerly right of way line of Depot Road; thence South 43° 43' East two hundred five and 9/10 (205.9) feet by land retained by the Grantors to a steel pipe on the northerly line of land of Paul G. Kloth (1997/169), said pipe being South 51° 15' West one hundred sixty-five (165) feet from the westerly right of way line of said Depot Road; thence South 51° 15' West, four hundred seventeen and 1/10 (417.1) feet by land of said Kloth and land of Florence L. Blanchard (3569/273), to a steel pipe at the northeast corner of land of Douglas Ferguson (3130/898), said pipe being North 51° 15' East, two hundred (200) feet from an iron pipe on the northerly right of way line of Lunt Road, which iron pipe marks the southeast corner of said Ferguson; thence North 64° 31' West one hundred forty-five and 3/10 (145.3) feet by land of said Ferguson to a galvanized pipe marking the northwest corner of land of said Ferguson and the northeast corner of land of Vera Higgins (1882/50); thence North 65° 37' West one hundred ten and 2/10 (110.2) feet by land of said Higgins to a galvanized pipe marking the northwest corner of land of said Higgins and the northeast corner of land of Mayo Levenson (2486/181); thence North 65° 19' West one hundred and 0/10 (100.0) feet by land of said Levenson to a galvanized pipe marking the northwest corner of said Levenson and the northeast corner of land of Norman Hodgdon (1912/371); thence North 65° 28' West one hundred and 1/10 (100.1) feet by land of said Hodgdon to a galvanized pipe marking the northwest corner of said Hodgdon, said pipe also being North 49° 49' East two hundred and 7/10 (200.7) feet from an iron pipe on the northerly right of way line of said Lunt Road, said galvanized pipe also being on the easterly line of the Interstate 295 Beautification Easement as shown on a State Highway Commission Plan, File 3-184, recorded in Cumberland County Registry of Deeds in Plan Book 88, Page 26; thence North 42° 44' East three hundred eight (308) feet by line of said Beautification Easement and other land of Grantors (3573/233) to a steel pipe; thence South 88° 53' East three hundred eighty-seven and 4/10 (387.4) feet by land retained by the Grantors to the point of beginning; containing four and 34/100 (4.34) acres.

Meaning and intending to describe Parcel One as described in a deed to Hill Street Terrace Housing Corporation recorded in said Registry of Deeds in Book 31223, Page 130.

## **EXHIBIT B**

A certain lot of parcel of land located in Falmouth, Cumberland County, Maine, being a way known as Squidere Lane, bounded and described as follows:

Beginning on the westerly side of Depot Road near a 1" iron pipe at the most easterly corner of land now or formerly of Daniel A. Willerson and Alice M. Willerson described in a deed recorded in the Cumberland County Registry of Deeds in Book 24824, Page 53;

Thence South 57°16'00" West along the southeasterly boundary of said land of Willerson and the southeasterly boundary of land of Molly A. Fitzgerald described in a deed recorded in the Cumberland County Registry of Deeds in Book 32147, Page 222 a distance of 312.10 feet, more or less, to a point at land now or formerly of Hill Street Terrace Housing Corporation described in a deed recorded in said Registry of Deeds in Book 31223, Page 130;

Thence South 43°43'00" East along said land now or formerly of Hill Street Terrace Housing Corporation a distance of 50.92 feet, more or less, to the northwesterly corner of land now or formerly of Emmy L. Anderson and Virginia Hope Parker described in a deed recorded in said Registry of Deeds in Book 21472, Page 261;

Thence North 57°16'00" East along said land of Anderson and Parker a distance of 272.40 feet, more or less, to the westerly sideline of Depot Road;

Thence North 1°46'00" West along said westerly sideline of Depot Road a distance of 58.30 feet, more or less, to the point of beginning.

Meaning and intending to describe Parcel Two as described in a deed to Hill Street Terrace Housing Corporation recorded in said Registry of Deeds in Book 31223, Page 130, and the same premises conveyed to the Town of Falmouth by deed of said Hill Street Terrace Housing Corporation recorded in said Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

**CERTIFICATE OF DISCONTINUANCE**

I, Ellen Planer, being the Town Clerk for the Town of Falmouth, Maine hereby certify and attest that on January \_\_\_\_\_, 2017 the Town Council took final action approving an Order of Discontinuance of a Street signed January \_\_\_\_\_, 2017. By approving the Order, the Municipality has discontinued that portion of **Squidere Lane** located within the boundaries of Parcel 1 as shown on the plan attached hereto as **Exhibit A**, being a portion of the right of way described on a Plan entitled "Elderly Housing 12 Units Falmouth, ME Proj. No. 8-102-E," approved by the Falmouth Zoning Board of Appeals and recorded in the Cumberland County Registry of Deeds in Plan Book 111, Page 8.

A copy of this Certificate has been sent to the Maine Department of Transportation, Bureau of Maintenance and Operations.

Date: \_\_\_\_\_

\_\_\_\_\_  
Ellen Planer, Falmouth Town Clerk

STATE OF MAINE  
CUMBERLAND, SS.

January \_\_\_\_\_, 2017

Personally appeared the above-named Ellen Planer, Town Clerk for the Town of Falmouth, and acknowledged the above instrument to be her free act and deed and in such capacity the free act and deed of said Town of Falmouth.

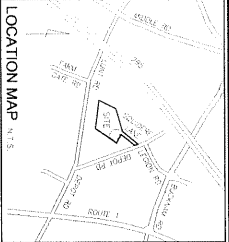
Before me,

\_\_\_\_\_  
Notary Public/Attorney

\_\_\_\_\_  
(Print Name)

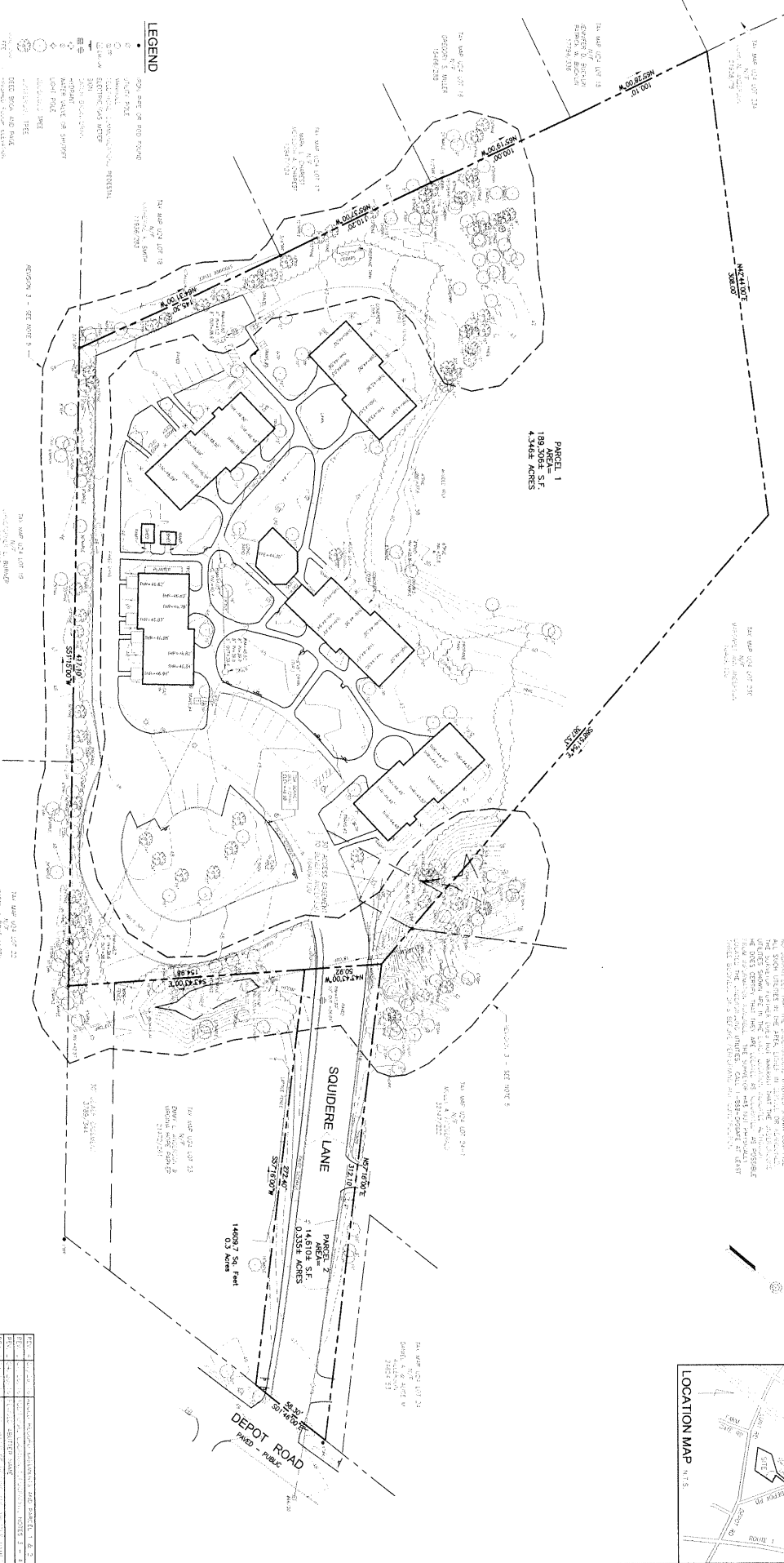
My commission expires: \_\_\_\_\_

# EXHIBIT A



### UTILITY NOTE

The utility locations shown have been located from field notes, aerial photos, utility maps, and other available records. No underground utility lines were detected during the site investigation. The location of any existing utility lines is shown on this plan and is for informational purposes only. The location of any existing utility lines is shown on this plan and is for informational purposes only. The location of any existing utility lines is shown on this plan and is for informational purposes only.



### LEGEND

Symbol	Description
(Symbol)	Property Line
(Symbol)	Public Street
(Symbol)	Water Main
(Symbol)	Sanitary Sewer
(Symbol)	Storm Sewer
(Symbol)	Electric Power
(Symbol)	Telephone
(Symbol)	Gas
(Symbol)	Fire
(Symbol)	Proposed Building
(Symbol)	Proposed Parking
(Symbol)	Proposed Landscaping
(Symbol)	Proposed Utility
(Symbol)	Proposed Easement
(Symbol)	Proposed Right of Way
(Symbol)	Proposed Public Street
(Symbol)	Proposed Private Street
(Symbol)	Proposed Alley
(Symbol)	Proposed Driveway
(Symbol)	Proposed Walkway
(Symbol)	Proposed Pathway
(Symbol)	Proposed Fence
(Symbol)	Proposed Wall
(Symbol)	Proposed Deck
(Symbol)	Proposed Screen
(Symbol)	Proposed Gate
(Symbol)	Proposed Light
(Symbol)	Proposed Sign
(Symbol)	Proposed Monument
(Symbol)	Proposed Marker
(Symbol)	Proposed Monument
(Symbol)	Proposed Marker
(Symbol)	Proposed Monument
(Symbol)	Proposed Marker

### PLAN REFERENCES

- 1. 2017 PLAN AND SPECIFICATIONS, EXHIBIT, WASHINGTON COUNTY, VERMONT, PROJECT NO. 2017-001-01
- 2. 2017 PLAN AND SPECIFICATIONS, EXHIBIT, WASHINGTON COUNTY, VERMONT, PROJECT NO. 2017-001-01

### GENERAL NOTES

1. OWNER OF RECORD: THE PROPERTY OWNERS OF RECORD.
2. REVISIONS: SEE REVISION LOG.
3. ALL DISTANCES ARE BASED ON THE PLAN REFERENCE 1.
4. ALL DIMENSIONS ARE BASED ON THE PLAN REFERENCE 1.
5. ALL DIMENSIONS ARE BASED ON THE PLAN REFERENCE 1.
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10. ALL DIMENSIONS ARE BASED ON THE PLAN REFERENCE 1.

### CERTIFICATE

I, the undersigned, do hereby certify that this plan is based on the information furnished to me by the owner and other persons named in this plan and that the same is a true and correct copy of the original plan on file in my office.

*[Signature]*  
Surveyor

NO.	DESCRIPTION
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION
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21	REVISION
22	REVISION
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24	REVISION
25	REVISION

DATE	BY	DATE	BY
2017-01-01	[Name]	2017-01-01	[Name]
2017-01-02	[Name]	2017-01-02	[Name]
2017-01-03	[Name]	2017-01-03	[Name]
2017-01-04	[Name]	2017-01-04	[Name]
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2017-01-20	[Name]	2017-01-20	[Name]

217 COMMERCIAL ST. SUITE 200, FORTLAND, MAINE  
**OWEN HASKELL, INC.**  
 2017-01-01

DATE	BY	DATE	BY
2017-01-01	[Name]	2017-01-01	[Name]
2017-01-02	[Name]	2017-01-02	[Name]
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2017-01-17	[Name]	2017-01-17	[Name]
2017-01-18	[Name]	2017-01-18	[Name]
2017-01-19	[Name]	2017-01-19	[Name]
2017-01-20	[Name]	2017-01-20	[Name]

**TOPOGRAPHIC SURVEY**  
 AT  
 FALMOUTH BULKY HOUSING  
 SQUIRE LANE, FALMOUTH, MAINE  
 PREPARED FOR  
**CARROLL ASSOCIATES**  
 217 COMMERCIAL ST. SUITE 200, FORTLAND, MAINE

DATE	BY	DATE	BY
2017-01-01	[Name]	2017-01-01	[Name]
2017-01-02	[Name]	2017-01-02	[Name]
2017-01-03	[Name]	2017-01-03	[Name]
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2017-01-19	[Name]	2017-01-19	[Name]
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