

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is made by and between the Falmouth Land Trust, (“FLT”) and the Town of Falmouth, Maine (the “Town”).

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Escrowee. The Treasurer of the Town of Falmouth is appointed Escrowee. Escrowee shall hold and safeguard the funds deposited in the escrow account until this Agreement shall terminate and shall treat such funds as a trust fund in accordance with the terms hereof.

2. Establishment of Escrow Account. The Town herewith agrees to deliver to Escrowee the sum of fifty thousand dollars (\$50,000) (the “Escrow Funds”), receipt of which is hereby acknowledged by the Escrowee. Escrowee shall hold the Escrow Funds in an interest bearing market rate account. The Escrow Funds are provided by the Town for the use of FLT for the management of the conservation easement for the protected property at Tidewater Farms (“the Property”), and more specifically for the management of invasive species on the Property (“the Invasive Species Work”). Further, the parties agree that by entering into this Agreement the Town is not obligating itself to pay for or contribute to the cost of any future management of the conservation easement.

3. Payment of Escrow Funds Upon Termination of Agreement. This Agreement shall expire \_\_\_\_\_ years after the execution of this Agreement, and the balance of the Escrow Funds and interest shall be paid to the Town upon expiration unless earlier paid to the FLT under Paragraph 4 below.

4. Disbursements. The Escrowee may make disbursements to FLT for the Invasive Species Work to the extent that the Town Manager determines, in his/her sole and exclusive judgment, that all or part of the Escrow Funds may be released upon submission of a receipt for services or other satisfactory documentation of work completed. Upon receipt of certification from the Town Manager of the amount to be released, the Escrowee shall pay such amount to FLT. In the event the entire Escrow Funds are paid pursuant to this paragraph this Agreement shall thereafter terminate.

5. Escrowee Liability. The sole duty of the Escrowee is to receive the Funds from the Town and to hold the Escrow Funds for payment or disbursement according to Sections 3 and 4 above. Escrowee shall not incur any liability for any act taken or omitted hereunder whether in his or her individual or personal capacity, except for gross negligence or willful misconduct. Escrowee may rely fully upon the written certifications of the Town Manager made in accordance with this Agreement.

6. Notices. All notices, certifications, requests and other communications hereunder shall be made in writing, addressed as follows:

To Falmouth Land Trust

Falmouth Land Trust  
Attn: Executive Director  
P.O. Box 6172  
Falmouth, Maine 04105

To the Town:

Town Manager  
Town of Falmouth  
271 Falmouth Road  
Falmouth, Maine 04105

To the Escrowee:

Town Treasurer  
Town of Falmouth  
271 Falmouth Road  
Falmouth, Maine 04105

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. This Agreement may not be changed or modified except as agreed in writing signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

9. Governing Law. This Agreement shall be governed by the laws of the State of Maine.

10. Effective Date. This Agreement shall take effect on the latest date of execution by FLT and the Town.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

WITNESS

\_\_\_\_\_

FALMOUTH LAND TRUST

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_, 2018

TOWN OF FALMOUTH

By: \_\_\_\_\_

Its Town Manager, duly authorized by Town  
Council vote on \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

ACCEPTED BY:  
ESCROWEE

\_\_\_\_\_

By: \_\_\_\_\_

Treasurer, Town of Falmouth

Dated: \_\_\_\_\_, 2018