

**AGREEMENT CONCERNING MAINTENANCE OF LIGHT POLES
Farm Gate Road, Falmouth, Maine**

This Agreement is made as of this _____ day of _____, 2014 by and between **Tidewater Farm Homeowner's Association**, a Maine non-profit corporation with a mailing address of P.O. Box 3572, Portland, Maine 04104 ("Association"), and the **Town of Falmouth**, a body corporate and public located in the County of Cumberland and State of Maine (the "Town").

WHEREAS, Tidewater, LLC ("Developer") has petitioned the Town to accept as a public street that portion of "Farm Gate Road" together with certain rights and easements, as further described in Exhibit A to a Warranty Deed being given by Developer and the Association to the Town (the "Street"), and as shown on the plan entitled "Tidewater Farm, Falmouth, Maine, Second Amended Final Subdivision Plan", by Fay, Spofford & Thorndike, Inc. dated November 2013, revised as of March 4, 2014, and recorded in the Cumberland County Registry of Deeds in Plan Book 214, Page 63 ("Subdivision Plan"); and

WHEREAS, Association is required to install, maintain and operate light poles together with related fixtures and appurtenances (the "Light Poles") within the Street as located and defined on said Subdivision Plan as referenced above; and

WHEREAS, Developer has installed the Light Poles within the Street and has transferred ownership of said Light Poles to Association; and

WHEREAS, Association will remain the owner of the Light Poles after acceptance of the Street;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

1. The Town will allow the Light Poles to remain in their current locations and will allow Association to enter upon the Street for the purposes of maintaining, repairing and replacing the Light Poles, subject to all applicable Town ordinances, rules and permits concerning work within public streets.
2. Association will maintain and, if needed, repair, replace or remove the Light Poles, all so that the Light Poles are operable and do not pose a safety hazard to persons using the Street. Association will be solely responsible for all costs of maintenance and repair of the Light Poles, including costs of electric service and supply. The Town shall have no responsibility to maintain, repair or operate the Light Poles.
3. Association agrees, for itself, its successors and assigns, to indemnify and hold harmless the Town, its officers, officials, agents and employees against any and all claims, demands, damages, actions, causes of action, suits or judgments of any kind arising out of or in any way related to the Light Poles and accruing during the term of this Agreement. Nothing in this

paragraph waives any immunity available to the Town under the Maine Tort Claims Act or other applicable law. The obligations of this paragraph shall survive termination or expiration of this Agreement.

4. This Agreement shall take effect upon acceptance of the Street by the Town and remain in effect for so long as any of the Light Poles remain in the Street. This Agreement shall be binding upon Association, its successors and assigns.

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

WITNESS:

TIDEWATER FARM HOMEOWNER'S ASSOCIATION

By: _____
Clifford Gilpin, Its President

TOWN OF FALMOUTH

By: _____
Nathan A. Poore, Its Town Manager

State of Maine, County of Cumberland _____, 2014

Personally appeared before me the above named Clifford Gilpin, in his capacity as President of Tidewater Farm Homeowner's Association, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Tidewater Farm Homeowner's Association.

Notary Public/Attorney at Law
Print Name _____
My Commission Expires _____

State of Maine, County of Cumberland _____, 2014

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

Notary Public/Attorney at Law
Print Name _____
My Commission Expires _____