AGREEMENT

THIS AGREEMENT is made this _____ day of March, 2016, by and among the **TOWN OF FALMOUTH,** a body corporate and politic municipal corporation (the "Town") and **HEIDI G. ALMY** and **DOUGLAS C. SCHNAPP** (collectively, the "Property Owner").

RECITALS:

WHEREAS, in connection with the Town's anticipated sewer force main project, the Property Owner has agreed to execute and deliver to the Town a certain 40' wide utility easement (the "Easement") affecting a portion of the Property Owner's property located at 19 Depot Road, Falmouth, Maine (the "Project"); and

WHEREAS, in consideration of the receipt of the Easement, Town has agreed to pay the Property Owner the sum of $15,000.00 (the "Consideration"); and

WHEREAS, the Town has requested, and the Property Owner has agreed, that the Property Owner shall execute and deliver the Easement to the Town's attorneys, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine 04101 ("Drummond Woodsum") to be held in escrow until such time as the Falmouth Town Council has voted to accept the Easement and to pay the Consideration, and the Property Owner has received the Consideration in full; and

WHEREAS, the parties wish to document their agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.   Upon the execution of this Agreement, the Property Owner agrees to:

(a) execute and deliver the original Easement, a copy of which is attached hereto as **Exhibit A**, to Drummond Woodsum, to be held in escrow and released only in accordance with the terms and conditions of this Agreement; and

(b) use its best efforts to cause its lender, JPMorgan Chase, to execute and deliver the Easement to Drummond Woodsum within 30 days of the date of this Agreement.

2.   The Easement shall be held in escrow by Drummond Woodsum, and shall not be released to the Town until the Consideration has been received by the Property Owner in full, at which time Drummond Woodsum shall release the Easement to the Town and it shall be recorded, at the Town's expense, in the Cumberland County Registry of Deeds.

3.   In the event that, for any reason, the Property Owner has not received the Consideration in full as set forth in Paragraph 2 within six (6) months of the date hereof, this

Agreement shall automatically become null and void, the original Easement shall be returned to the Property Owner, and neither party shall have further rights or obligations hereunder.

4. In the event of a default hereunder by either the Town or the Property Owner, the non-defaulting party may pursue all legal and equitable remedies, including without limitation, an action for specific performance and recovery of reasonable attorneys' fees, costs and expenses.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement with respect to the subject matter hereof. This Agreement may be executed by the parties hereto in counterparts, all of which when delivered shall constitute one and the same Agreement. In the event that any signature is delivered via fax or PDF, such signature shall create a binding obligation of the party executing with the same force and effect as if such signature page were an original thereof.

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

TOWN OF FALMOUTH

By:_____
Print name: _____
Its: _____

Seen and agreed to:

DRUMMOND WOODSUM

By:_____
Print name: _____
Its: _____

HEIDI G. ALMY

DOUGLAS C. SCHNAPP