

PURCHASE AND SALE AGREEMENT

1. **PARTIES.** **TIDEWATER, LLC**, a Maine limited liability company with a place of business in Portland, Maine (“TW, LLC”) and **TIDEWATER CONSERVATION FOUNDATION**, a Maine nonprofit corporation with a place of business in Portland, Maine (“TCF”) (TCF and TW, LLC are collectively referred to herein as “Seller”), agree to sell, and **TOWN OF FALMOUTH**, a Maine municipal corporation whose mailing address is 271 Falmouth Rd., Falmouth, ME 04105 (“Buyer”), agrees to buy, upon the terms and conditions hereinafter set forth, the following property, with all buildings and improvements thereon and all rights and easements appurtenant thereto, located in the Tidewater Master Planned Development District in Falmouth, Cumberland County Maine:

- (a) the 37.95 acre property shown as TF1 on the plan of Tidewater Farm Open Space Parcel attached hereto as **Exhibit A** (“TF1”);
- (b) the 2 acre property shown as a Possible Development Lot on **Exhibit A** (“TF2”);
- (c) the 2.2 acre property shown as a Possible Development Lot on **Exhibit A** (“TF3”); and
- (d) the 7.86 acre property shown as TV5 on **Exhibit A** (“TV5”);

(collectively referred to herein as the “Premises”). The Premises shall be conveyed together with all outbuildings, fixtures and appliances, if any, located thereon as of the date of this Agreement. TF1, TF2 and TF3 were conveyed to TW, LLC by deed dated October 14, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23279, Page 222 and TV5 was conveyed to TCF by deed dated December 21, 2006 and recorded in said Registry in Book 24699, Page 62.

2. **DEED; CONSERVATION EASEMENT.** The Premises are to be conveyed by a good and sufficient warranty deeds from TW, LLC and TCF to Buyer, conveying good and clear record and marketable title to the Premises, free from all liens and encumbrances except covenants, conditions, easements and restrictions of record, the Premises to be in compliance at transfer with all applicable laws, ordinances and regulations relating thereto. At the request of Buyer, the Seller shall convey the Premises utilizing metes and bounds descriptions prepared by a surveyor and based upon a current survey of the Premises.

Notwithstanding anything to the contrary herein, the Buyer acknowledges that TF1 will be conveyed subject to the terms of a certain Conservation Easement held by the Buyer dated October 14, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23279, Page 235 (the “Conservation Easement”). TW, LLC acknowledges and agrees that Buyer may in its sole discretion and in accordance with Maine law either substitute the Falmouth Conservation Trust for the Town of Falmouth in the Conservation Easement or replace the Conservation Easement with legally binding restrictions under a conservation easement or declaration of trust at least as protective of the conservation values of the protected property.

3. **PURCHASE PRICE.** The Buyer shall pay a purchase price of Five Hundred Thousand Dollars (\$500,000) to TW, LLC for TF1, TF 2, and TF3 and a purchase price of One Dollar (\$1.00) to TCF for TV 5 (collectively, the "Purchase Price"):

(a) One Dollar (\$1.00) which has been paid as an earnest money deposit (the "Deposit") which Deposit is to be held by Seller's attorney, Drummond Woodsum & MacMahon, in a non-interest bearing account and disbursed in accordance with the terms and conditions of this Agreement; and

(b) The remainder of the Purchase Price, subject to the credits and prorations set forth herein, shall be paid by wire transfer or check at the Closing.

4. **TIME FOR PERFORMANCE/DELIVERY OF DEED.** The deed and other transfer documents are to be delivered and the Purchase Price paid on or before the 30th day following the expiration of the due diligence periods described herein, at 10:00 a.m. at the offices of Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine 04101 (the "Closing"), unless otherwise agreed to by Seller and Buyer.

5. **AMENDMENT OF THE MASTER DEVELOPMENT PLAN.** Notwithstanding anything herein to the contrary, Buyer and Seller agree that they shall cooperate for the development of all necessary and final municipal approvals, for the amendment of the Tidewater Master Development Plan (the "Amendment of the Master Plan") to allow Buyer's proposed uses for the Premises and to allow acceptable uses to Seller, but the transfer of the Premises shall not be conditioned on such Amendment to the Master Plan. The parties agree to cooperate, facilitate and act in good faith to obtain the Amendment of the Master Plan.

6. **BUYER'S CONTINGENCIES.** In addition to any other conditions to closing as may be set forth herein, the obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met within the time periods specified, shall entitle Buyer to terminate this Agreement by giving Seller written notice of Buyer's intention to do so within the time period specified. Upon such termination, the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms survive termination of this Agreement.

(a) **Due Diligence.** Seller shall provide Buyer with copies of any surveys, environmental reports, Master Plans or Design Guidelines concerning the Premises within Seller's or Seller's agents' possession within five (5) days of the Effective Date of this Agreement. Buyer shall have eighty (80) days from the Effective Date of this Agreement to complete any other inspections, research, surveys, environmental testing pertaining to the Premises, and to review of all conditions, restrictions, easements and other matters encumbering or affecting the Premises, at Buyer's sole cost, the results of all of which shall be acceptable to Buyer. If the results of such investigations are unacceptable to Buyer, Buyer may,

at its election, terminate this Agreement in which case the Deposit shall be promptly returned to Buyer and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms are to survive termination of the Agreement.

- (b) Appraisal. Within eighty (80) days of the Effective Date of this Agreement, Buyer shall have obtained an appraisal reflecting a fair market value (combined) for TF2, TF3 and TV5 at or above \$500,000 (the "Appraisal"). If said appraisal is below \$500,000, Buyer may, at its election, terminate this Agreement in which case the Deposit shall be promptly returned to Buyer and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms are to survive termination of the Agreement. The Buyer shall select the appraiser and pay for the Appraisal, and TW, LLC shall reimburse Buyer \$6,000 toward the cost of the Appraisal either at the Closing or, if the closing does not occur, within seven (7) days of the date of the termination of this Agreement, except that Seller shall not be required to make such payment if this Agreement is terminated because of the Buyer's default hereunder. This obligation shall survive the termination of this Agreement.
- (c) Subdivision Approval. Prior to the Closing, the Seller shall have obtained any and all necessary final approvals beyond any appeal period, including without limitation, approvals for subdivision approval if required, necessary to convey the Premises as set forth herein.
- (d) Revision of View Easements. Seller agrees to revise the terms and conditions of any view easements that burden the Premises and benefit other property belonging to Seller or one of its affiliates, related entities or individuals in control of any of the foregoing entities, in the form and substance attached hereto s Exhibit B.
- (e) Restatement of Prior Agreements. Prior to closing, the parties will negotiate in good faith to terminate the Limited Development Agreement, dated April 20th, by and between TWC, LLC and Buyer, and the Memorandum of Understanding, dated December 20, 2004, by and between TWC, LLC and Buyer, in order to terminate any outstanding obligations under such agreements. Buyer and Seller shall enter into a replacement Memorandum of Understanding to memorialize any ongoing performance expectations between Buyer and Seller which will extend beyond the Closing.

If Buyer does not notify Seller that any such contingency has not been satisfied within the applicable time period set forth above, such contingency shall be deemed to have been waived by Buyer. Buyer and its agents shall have the right to enter, inspect and survey the Premises for the foregoing purposes, at Buyer's own risk, and to otherwise undertake appropriate invasive activities on the Premises so long as any damage to the Premises as a result thereof is repaired in the event that Buyer should not close on the acquisition of the Premises.

7. **CLOSING DOCUMENTS.** At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer at the Closing, Buyer and Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's or Seller's attorneys may reasonably require to complete the transaction contemplated herein, including without limitation: (a) the deeds; (b) transfer tax declarations; (c) any title affidavits required by Buyer's title insurance company; (d) Non-foreign person affidavits pursuant to § 1445 of the Internal Revenue Code; (e) Forms 1099-S; (f) certificates of Maine residency or reduction/waiver of withholding under 36 M.R.S. § 5250-A; and (g) oil storage tank certifications in accordance with 38 M.R.S. § 563 evidencing that, to the best of Seller's knowledge, the Premises contain no underground oil storage facility or aboveground oil storage facility with underground piping.

8. **CONDITION OF PREMISES: POSSESSION.** Prior to the Closing, Seller shall not directly or indirectly cause or permit any mortgage, lien, encumbrance, interest or encroachment to be placed against the Premises, whether recorded or not, or take any other action that could adversely affect title to the Premises without the prior written consent of the Buyer. Seller shall maintain the Premises consistent with the manner in which the Seller has operated and maintained the Premises prior to this Agreement. Full possession of the Premises free of all tenants and occupants, is to be delivered at the Closing, the Premises to be then in the same condition as they now are, reasonable wear and tear excepted. Buyer and Buyer's agents may inspect the Premises up to forty-eight (48) hours prior to the Closing in order to determine whether the condition thereof complies with the terms and conditions of this Agreement.

9. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If Seller shall be unable to give title, make conveyance, or deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days, or such longer period as shall be agreed to by Buyer, during which time Seller shall continue such efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof.

10. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If at the expiration of such extended time Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, Buyer may terminate this Agreement, in which case any payments made under this Agreement shall be promptly refunded to Buyer, all other obligations of the parties hereto shall cease, and this Agreement shall be void without recourse of the parties hereto, except for such obligations as by their terms survive termination of this Agreement.

11. **BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION.** In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case, Seller shall convey such title or deliver the Premises in such condition.

12. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed and other transfer documents, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed and other transfer documents.

13. **RISK OF LOSS.** Until delivery of possession of the Premises from Seller to Buyer, risk or loss or damage to the Premises by fire or otherwise shall be on Seller.

14. **ADJUSTMENTS.** The following shall be prorated and/or adjusted between Buyer and Seller on a per diem basis as of the date of the Closing: real and personal property taxes and other municipal assessments, water/sewer and other utility charges, and fuel or other items of expense customarily prorated on the transfer of properties similar to the Premises. The date of the closing shall be a Seller day for purposes of all prorations. Transfer tax shall be split equally between the Buyer and Seller in accordance with Maine law for each transfer.

15. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES.** If the amount of said real estate taxes and any other municipal assessments referred to in the preceding Paragraph is not known at the time of the Closing, they shall be apportioned on the basis of those assessed for the immediately preceding year (or other applicable period).

16. **BROKERAGE.** Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by any of them, and Seller and Buyer each agree to indemnify and hold the others harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be, including reasonable attorney's fees and costs defending the same. This agreement to indemnify and hold harmless shall survive the Closing or termination of this Agreement.

17. **DEFAULT/DAMAGES.** Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to terminate this Agreement by written notice thereof to Seller, and receive a refund of the Deposit and/or to pursue all available remedies, including specific performance and reasonable attorney's fees and costs. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller may terminate this Agreement by written notice thereof to Buyer, and retain the Deposit as liquidated damages as Seller's sole and exclusive remedy at law or in equity. Upon termination in accordance with this Section, Buyer and Seller shall be relieved of all obligations hereunder

following termination except for such obligations as by their terms survive termination of this Agreement.

18. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants and represents as of the date of Seller's execution of this Agreement and as of each date through and including the Closing that:

- a. To the best of Seller's knowledge there are no pending or threatened litigation, liens, judgments, violations, governmental investigations, condemnation or eminent domain actions, or other proceedings or actions which may adversely affect Seller's ability to perform this Agreement or which may affect all or a portion of the Premises; and
- b. To the best of Seller's knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to lead paint (in any location other than the farmhouse and barn), asbestos or any material or substance defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on any portion of the Premises or any adjacent property owned by Seller.
- c. Seller represents, covenants and warrants to Buyer that Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance of its obligations hereunder: (i) have been duly authorized by all requisite corporate action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the bylaws or articles of incorporation of Buyer or any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which it is bound.

Seller shall immediately disclose any changes in any of the Seller's warranties and representations set forth in this Agreement, and in the event of any change, Buyer may, at its election, terminate this Agreement in which case the Deposit shall be promptly returned to Buyer and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms are to survive termination of the Agreement.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date of Seller's execution of this Agreement and as of the Closing. All warranties and representations expressed herein shall survive the Closing and any termination of this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and costs) incurred by or threatened against Buyer as a result of any breach by Seller of any of Seller's warranties or representations

contained in this Agreement. The foregoing indemnification obligations shall survive the Closing.

19. **ASSIGNMENT; OPTION AGREEMENT.** The rights and obligations of Buyer under this Agreement may be assigned by Buyer to the Falmouth Land Trust or an entity wholly owned by Seller without the consent of Seller provided that such assignee assumes all obligations of Buyer hereunder. Seller acknowledges and agrees that Buyer shall have the right at any time to enter into one or more purchase options granting to the Falmouth Land Trust or another third party the option to acquire, after the Closing, any portion of the Premises from the Buyer.

20. **NOTICES.** Except where expressly stated otherwise, any notice relating in any way to this Agreement shall be in writing and shall be delivered to the other party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, (c) hand delivery obtaining a receipt therefor, or (d) email, addressed to the parties as follows:

To Seller: Tidewater, LLC and Tidewater Conservation Foundation
Nathan Bateman
470 Fore St., Suite 400
Portland, ME 04101
Email: nathan@batemanpartnersllc.com

With copy to: Peter D. Klein
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101
Email: pklein@dwmlaw.com

To Buyer: Town of Falmouth
Attn: Nathan Poore, Town Manager
271 Falmouth Rd.
Falmouth, ME 04105
Email: npoore@falmouthme.org

With copy to: Suzanne Breselor Lowell, Esq.
Bernstein, Shur, Sawyer & Nelson
100 Middle Street
Portland, ME 04101
Email: slowell@bernsteinshur.com

Such notice shall be deemed delivered the business day when delivered in the case of notice by registered or certified mail, overnight courier, or hand delivery. Notice by email shall be deemed delivered upon sending if sent prior to 5:00pm on a business day (otherwise such

notice shall be deemed given the next business day), except that if the sender receives an “out of office” or “undeliverable” or similar message indicating that the email was not immediately received by the recipient, or if the receiving party does not confirm receipt of such notice by telephone or email within twenty four (24) hours, such emailed notice shall be deemed ineffective and must be provided by one of the other methods permitted herein. Any party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

21. TOWN COUNCIL APPROVAL. Buyer represents that this Agreement was approved by the Falmouth Town Council at a duly held public meeting on Oct 10, 2018.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument. Signatures delivered by fax or email (PDF) shall be as effective as an original.

23. DAYS. Except as otherwise expressly provided herein, the term “days” used herein shall mean calendar days, provided however, that if the date for performance of any action under this Agreement shall fall on a weekend or a holiday on which banks in the state of Maine are closed, such deadline shall be the next business day thereafter.

24. MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, and the exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their undersigned respective representatives, thereunto duly authorized, as of the dates set forth below.

BUYER:


TOWN OF FALMOUTH

By: 
Nathan Poore
Its Town Manager

Date: Oct 12, 2018

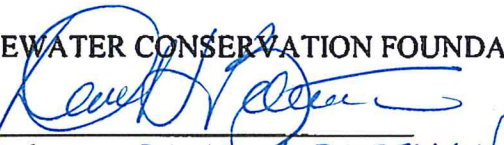
SELLER:

TIDEWATER, LLC

By: 
Printed name: Nathan Pateman
Title: Member

Date: _____, 2018

TIDEWATER CONSERVATION FOUNDATION

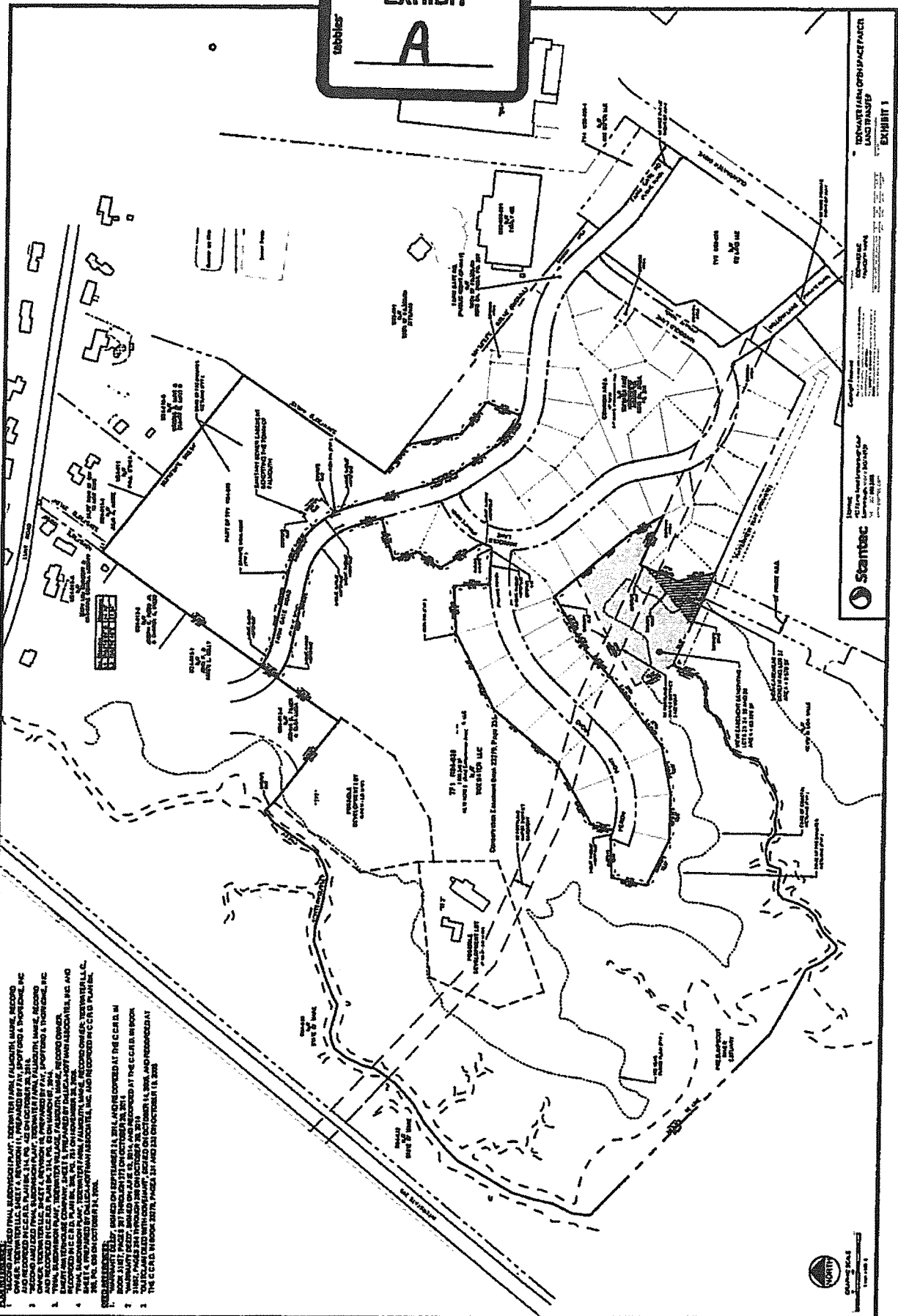
By: 
Printed name: DAVID H. BATESMAN
Title: TREASURER

Date: _____, 2018

EXHIBIT A

[SURVEY]

tabbies
EXHIBIT
A



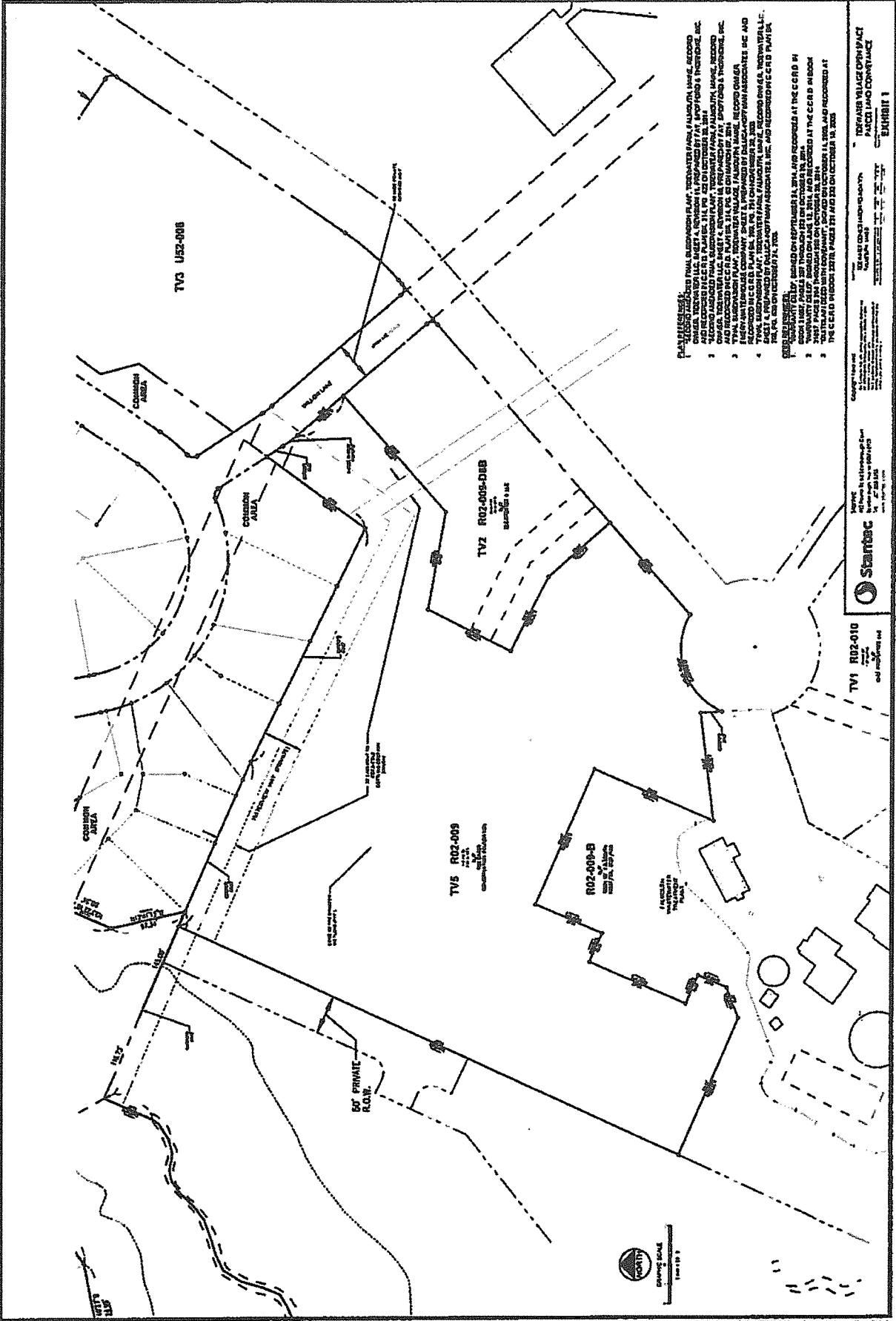
PLAN REVISIONS:
 1. RECORDING BOOK 2019, PLAT 1, PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

NOTES:
 1. SURVEY DATA, BASED ON SURVEY DATA, IS SHOWN ON THE C.E.D.M. MAP.
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Scantec
 10000 Scantec Blvd
 Suite 100
 Dallas, TX 75243
 (972) 412-1234
 www.scantec.com

EXHIBIT 1
 PROPERTY (AS SHOWN) SPACE/PAVER
 LAND TRANSFER





PLAN THESE SHEETS:
1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF STARTEC, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPIING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF STARTEC, INC.
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GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



TV1 R02-010
LOT PRIVATE
R.O.B.

TV2 R02-005-PBB
LOT PRIVATE
R.O.B.

TV3 US2-000
LOT PRIVATE
R.O.B.

TV5 R02-009
LOT PRIVATE
R.O.B.

R02-005-B
LOT PRIVATE
R.O.B.

R02-005-C
LOT PRIVATE
R.O.B.

R02-005-D
LOT PRIVATE
R.O.B.

COMMON AREA

LOT PRIVATE, R.O.B.

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EXHIBIT B

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that TIDEWATER, LLC, a Maine limited liability company with a place of business and address of 261 Commercial Street, Portland, Maine 04101 (“Grantor”), for consideration paid grants to: KERRY P. COURTICE (owner of Lot 23), JOSHUA S. CUSHMAN and DEBORAH A. WETMORE (owners of Lot 24), BARBARA TAYLOR (owner of Lot 25), and ROBERT PARSLOE and MARY LYNN PARSLOE (owners of Lot 26) their heirs, successors and assigns (collectively, “Grantee”), a certain perpetual appurtenant easement described below (the “Easement”), said Easement being more particularly described and defined as follows:

I. Dominant Property.

A certain lot or parcel of land, located in the Town of Falmouth, Cumberland County, Maine, being Lots 23, 24, 25 and 26 as shown on a plan entitled “Tidewater Farm, Falmouth, Maine Final Subdivision Plan” by DeLuca-Hoffman Associates, Inc. dated May 2005 revised as of August 31, 2005 and recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page 638 (the “Plan”), subject to the terms of the Amended and Restated General Declaration of Covenants and Restrictions Tidewater Farms dated November 29, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23443, Page 129 (the “Dominant Property”).

II. Servient Property.

The property burdened by the Easement is that certain real property located in the Town of Falmouth, County of Cumberland, and State of Maine and more particularly described in that Conservation Easement from Tidewater, LLC to the Town of Falmouth dated October 14, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23279, Page 235 (the “Servient Property”).

III. View Easement.

The “View Easement” means an appurtenant easement benefiting the Dominant Property and burdening the Servient Property as follows:

An easement to protect, for the benefit of the Dominant Property, the views from the Dominant Property to the waters of Casco Bay in the portion of the Servient Property described on Exhibit C and depicted on Schedule C-1 (the “View Easement Area”) and, in furtherance of the foregoing:

- (A) there shall be no additional residential construction in the View Easement Area;
- (B) there shall be no other permanent structures built with foundations above the surface of the ground in the View Easement Area which would materially impair the views of Casco Bay from the Dominant Property (for the sake of clarity, there is no prohibition on the construction and maintenance of walking trails, bog walks, boardwalks, bridges for walking trails and associated signage within the View Easement Area”); and

(C) Grantees shall have the right to enter upon the Servient Property to access the View Easement Area and trim and remove trees and vegetation in the View Easement Area which would materially impair the views of Casco Bay from the Dominant Property, subject to compliance with applicable laws, ordinances (including without limitation the Shoreland Zoning Ordinance), and the existing conservation easement affecting the Servient Property, said conservation easement being recorded in the Cumberland County Registry of Deeds in Book 23729, Page 235. Prior to exercising any right to enter and remove or trim trees and vegetation, the Grantee shall give not less than thirty (30) days prior written notice to the Grantor or its successors and assigns, together with a plan demonstrating the trimming and removal to be completed by Grantee, its successors or assigns.

IV. Miscellaneous.

The benefits of the Easement shall be appurtenant to and run with the Dominant Property and the burdens of the Easements shall run with the Servient Property and the rights, covenants, and obligations under this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

TO HAVE AND TO HOLD the aforegranted and bargained Easements and rights with all the privileges and appurtenances thereof, to the said Grantees, their heirs, successors, and assigns forever, to them and their use and behoof forever.

IN WITNESS WHEREOF, the said Grantor has executed this instrument as an instrument under seal as of this ____ day of _____, 2018.

Signed, Sealed and Delivered
in Presence of:

GRANTOR:
TIDEWATER, LLC

Witness

By: _____
Name: Nathan H. Bateman
Its: Member

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, 2018

Then personally appeared the above-named _____, in his/her capacity as _____ of TIDEWATER, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said TIDEWATER, LLC.

Before me,

Notary Public/Maine Attorney-at-Law

Print Name: _____
My Commission Expires: _____

