

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “Agreement”), dated as of the ___ day of _____, 2025 (the “Effective Date”), is entered into between the **INHABITANTS OF THE TOWN OF CASCO**, a Maine municipal corporation with a mailing address of 635 Meadow Road, Casco, Maine 04015 (the “Town”), and **CASCO LIBRARY ASSOCIATION**, a Maine nonprofit corporation with a mailing address of PO Box 420, Casco, Maine 04015 (the “Library” and sometimes referred to hereafter together with the Town as, the “Parties”).

WITNESSETH:

WHEREAS, the Library is the fee owner of certain real property located at 5 Leach Hill Road in the Town of Casco, County of Cumberland, and State of Maine, as more particularly described in: (i) a certain warranty deed from Raymond M. Thorne dated January 28, 1947 and recorded in the Cumberland County Registry of Deeds in Book 1862, Page 15 (the “Original Library Property”), which real property was the only real property owned by the Library in the Town of Casco prior to the date hereof and which abutted Leach Hill Road at the time it was conveyed to the Library, and (ii) a certain Warranty Deed from the Town of even date herewith to be recorded in the Cumberland County Registry of Deeds (the “Acquired Library Property” and together with the Original Library Property, the “Library Property”), said Library Property being shown as “Library Property” on the Existing Conditions Survey, 5 Leach Hill Road, Casco, Maine for the Casco Library Association dated **<DATE>** and prepared by Survey, Inc. (the “Survey”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Town is the fee owner of certain real property located in the Town of Casco, County of Cumberland, and State of Maine, which property lies: (i) immediately south and west of the Library Property as is more particularly described in a certain warranty deed from Raymond Thorne dated August 9, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2973, Page 619 (the “Town Office Lot”), as the same may be affected by conveyances made by the Town since the date of the aforesaid deed, including but not limited to, the conveyance of even date herewith of the Acquired Library Property to the Library, said Town Office Lot being shown as “Town Office Lot” on Exhibit A; (ii) immediately north of the Library Property as is more particularly described in a certain Release Deed from School Administrative District No. 61 dated July 17, 1985, and recorded in the Cumberland County Registry of Deeds in Book 6855, Page 66 (the “Community Center Lot”), a portion of said Community Center Lot being shown as “Community Center Lot” on Exhibit A; and (iii) immediately east of the Library Property on the land between the Library Property and Meadow Road as is more particularly described in a certain Warranty Deed from Laurinda L. Cushman dated October 12, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11665, Page 164 (the “Village Green Lot” and collectively with the Town Office Lot and Community Center Lot, the “Town Property”), said Village Green Lot being shown as “Village Green Lot” on Exhibit A; and

WHEREAS, it is the intention of the Parties that this Agreement shall document relevant conditions as they currently exist on the Library Property and Town Property and that it shall establish that the party responsible for originally installing a feature thereon shall, in most cases, remain responsible for maintaining the same, regardless of on whose property that feature is located as of the Effective Date hereof; and

WHEREAS, the principal structure on the Town Office Lot (the “Town Office”) and the Library’s building on the Library Property (the “Library Building”) have both historically received water from the Town through means of underground water supply lines running from the principal structure on the Community Center Lot (the “Community Center”) to the Town Office and Library Building (collectively,

the “Water Lines”), which water lines’ exit point on the Community Center and entry points on the Town Office and Library Building are each shown, and labelled as “WLC” on Exhibit A; and

WHEREAS, on or about March, 1979, the Casco Town Meeting, being the legislative body of the Town, authorized the Town to grant the Library an easement over the portion of the Town Office Lot immediately to the west of the Original Library Property’s western property line “in order to facilitate an addition on the rear of the present building,” which portion of the Town Office Lot was subsequently determined by the Select Board to be a 20’x90’ area (the “Former Easement Grant”); and

WHEREAS, in the mid-1980’s, the Town drilled a new well (the “Well”) on the Library Property from which to extract drinking water for use as a municipal water supply, and, indirectly, as the Library’s water supply, which well is shown, and labelled as “Drilled Well,” on Exhibit A; and

WHEREAS, on or about March 10, 1990, the Casco Town Meeting, being the legislative body of the Town, authorized the Town to grant the Library the Town’s “title and interest in the town building formerly known as the Casco Village Fire Station,” which building is located on a portion of what would become the Acquired Library Property, “under the terms the Selectmen deem in the best interest of the Town of Casco to facilitate the future expansion of Casco Public Library” together with “what land is required for the project” (the “Former Land Transfer”); and

WHEREAS, the Former Easement Grant and Former Land Transfer did not occur as originally planned and had not prior to the date hereof; and

WHEREAS, in 1991 and 2002, in reliance on the Casco Town Meeting’s authorization of the Former Land Transfer, the Library expanded the footprint of the Library Building onto portions of what would become the Acquired Library Property prior to the title to such property being vested in the Library; and

WHEREAS, on or around 2002, the Library installed a light pole (the “Light Pole”) to the west of the aforementioned expansion of the Library Building, on a portion of the Town Office Lot that would become the Acquired Library Property, which Light Pole is shown, and labelled as “Light Pole” on Exhibit A; and

WHEREAS, at some point, the Town installed recreational equipment for an outdoor children’s playground and installed fencing to enclose the same (together, the “Playground”), immediately west of the Library Building, which playground sits partially on the Town Property and partially on the Library Property and which Playground is shown, and labelled as “Playground,” on Exhibit A; and

WHEREAS, at some point, the Town installed additional fencing (the “Fence”) along the southwest border of the Acquired Library Property, which belonged to the Town at the time but has since become a portion of the Library Property, which fence is shown, and labelled as “Fence” on Exhibit A; and

WHEREAS, said Playground was built over an abandoned Town leach field (“Former Leach Field”), used by the Town and the Library, which leach field sits partially on the Town Office Lot and partially on the Library Property, and which leach field is shown, and labelled as “Former Leach Field,” on Exhibit A; and

WHEREAS, in the late 1990s, the Town constructed the Village Green (“Village Green,” shown, and labelled as “Village Green,” on Exhibit A) on the recently acquired Village Green Lot, on the portion of Leach Hill Road that had abutted the Original Library Property and was discontinued, and on a portion of the Original Library Property, thus eliminating the Original Library Property’s street frontage, parking, and access as well as the Library’s ability to erect a sign along a public way to advertise its business to the public; and

WHEREAS, during the construction of the Village Green project, the Town installed over one hundred (100) feet of concrete sidewalks on the easterly and southerly portion of the Library Property (the “Sidewalks”), which sidewalks are shown, and labelled as “Concrete Sidewalk,” on Exhibit A; and

WHEREAS, the Town has historically allowed the Library’s agents, employees, guests, licensees, and invitees to access the Library Property via a paved right of way running across the Town Office Lot from the westerly sideline of Leach Hill Road (the “Driveway”), which driveway is wide enough to be navigated by fire trucks and is shown, and labelled as “Driveway” on Exhibit A, and to park their vehicles in a certain parking lot thereon (the “Parking Lot”), which parking lot is shown, and labelled as “Parking Lot” on Exhibit A; and

WHEREAS, over the years, in order to improve stormwater drainage in the area, the Town installed two catch basins on the Library Property (collectively with the outlet pipes running from each to any drainage system to which it connects, the “Town Catch Basins”), each of which is shown, and labelled as “Town Catch Basin” on Exhibit A, the southerly-most one draining into the northerly one, which in turn connects across the Village Green and drains into an MDOT storm drain on the westerly side of Route 121; and

WHEREAS, at some point, in order to improve stormwater drainage on the Library Property, the Library installed one catch basin on the Library Property on the easterly side of the Library Building (the “Library Catch Basin”), which is shown, and labelled as “Library Catch Basin” on Exhibit A, which catch basin drains into the northerly Town Catch Basin; and

WHEREAS, in order to improve groundwater drainage from the Library Building, the Library has installed a sump pump in their basement with a discharge pipe (the “Sump Pump Discharge Pipe”) that runs from the sump pump to a catch basin to the southwest of the Library Building on the Town Office Lot (the “Southwest Catch Basin”); and

WHEREAS, in or around 2017 or 2018, the Town installed portions of a new septic system, including a septic tank (the “Septic Tank”), which septic tank is shown, and labelled as “Septic Tank” on Exhibit A, and portions of septic lines (the “Septic Lines”), which septic lines are shown on Exhibit A as solid lines running from the easterly, southerly, and westerly sides of the Septic Tank (the “Septic System”), which septic system serves the Library Property and the Town Office; and

WHEREAS, the Septic System is powered by electricity provided by the Library and empties into a leach field located on the Town Office Property (the “Leach Field”), which leach field is shown and labelled as “27’ x 38’ Septic Field” on Exhibit A; and

WHEREAS, also in or around 2017 or 2018, the Town installed a concrete landing, stairway with railings down to the sidewalk, and wheelchair access ramp with appropriate railings, on the western entrance to the Library Building (collectively, the “Access Features”), which access features are shown and labelled as “ADA Ramp w/Railing,” “Landing,” and “Stairs w/ Railing” on Exhibit A, and which access features were constructed on property that belonged to the Town at the time; and

WHEREAS, the Town installed curbing and a small patch of pavement along the westernmost portion of the Library Property (the “Curb”), which curbing and pavement is shown and labelled as “Curb” on Exhibit A; and

WHEREAS, in 2019, the Library installed a pergola (the “Pergola”) on property that belonged to the Town at the time, which pergola is shown and labelled as “Pergola” on Exhibit A; and

WHEREAS, at some point, the Library installed a drop box (“Drop Box”) on property that belonged to the Town at the time, which drop box is shown and labelled as “Drop Box” on Exhibit A; and

WHEREAS, at some point, the Town installed a canopy (the “Canopy”) on the Library Property, which canopy is shown and labelled as “Canopy” on Exhibit A; and

WHEREAS, the Library has historically allowed the Water Lines, Playground, Fence, Village Green, Sidewalks, Well, Town Catch Basins, Septic Tank, Septic Lines, Former Leach Field, Access Features, Curb, and Canopy (collectively, the “Town Improvements”) to be and remain located, in part or in full, on or under the Library Property, as applicable; and

WHEREAS, the Library’s extensive history of collaboration with the Town to serve the community over the past several decades has proven beneficial to all parties involved and the Town and Library wish to maintain this collaborative, supportive relationship; and

WHEREAS, to partially remediate the situation described in the foregoing recitals, the Town has granted the Acquired Library Property to the Library, which conveyance ensures that the entirety of the Library’s building, the Light Pole, the Drop Box, and the Pergola are now located on Library Property; and

WHEREAS, the Town’s conveyance of the Acquired Library Property to the Library does not, however, provide the Library with street frontage, parking, access to the Library Property, or the ability to erect a sign along a public way to advertise its business to the public; and

WHEREAS, the Town Improvements are still located on the Library Property without there being any deeded right for the Town to access the Library Property to manage the same and the Town has requested an easement from the Library that will allow the Town’s agents and employees to manage the Town Improvements on the Library Property; and

WHEREAS, the Library is willing to grant the Town an easement for reasonable access to and use of those portions of the Library Property on which the Town Improvements lie for the purpose of maintaining the same; and

WHEREAS, the Town desires members of the general public to have the right to use the portions of the Playground, Village Green, Sidewalks, and Canopy that exist on the Library Property for recreational purposes and the Town has requested from the Library an easement over said portions of the Playground, Village Green, Sidewalks, and Canopy for that purpose; and

WHEREAS, the Library is willing to grant the Town an easement for the public’s use and enjoyment of said Playground, Village Green, Sidewalks, and Canopy; and

WHEREAS, to comply with local zoning laws and regulations, including the Casco Zoning Ordinance (the “Zoning Ordinance”), as the same has been and may hereafter be amended, restated, and/or modified, including by a certain Contract Zoning Agreement to be entered into between the Town and the Library, the Library requires permanently deeded access to the Library Property and the Library has requested from the Town an access easement over the Driveway and easement for parking purposes over the Parking Lot; and

WHEREAS, the Town is willing to grant the Library an easement for vehicular and pedestrian access to the Library Property over the Driveway and for the non-exclusive use of no less than thirty (30) parking spaces in the Parking Lot at any one time (the “Required Parking Spaces”); and

WHEREAS, the Library desires to advertise its business to the public by erecting a permanent sign on a portion of the Village Green Lot adjacent to Meadow Road; and

WHEREAS, the Town is willing to grant the Library an easement for reasonable access to and use of a portion of Town Property for the purpose of erecting a permanent sign to advertise its business to the

public; provided that such a sign is at all times consistent with and permitted under the sign permitting provisions of the Zoning Ordinance.

NOW, THEREFORE, for mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements; Purpose; Use.

(a) Easements Granted to the Town.

(i) The Library hereby grants and conveys to the Town, its legal representatives, employees, and agents, a perpetual, non-exclusive, easement and right of way (the "Town's Improvement Easement") in, under, upon, about, over, and through the portions of the Library Property on or under which any of the Town Improvements (and the outlet pipes running from each Town Catch Basin to any drainage system to which it connects) is located as of the date hereof (the "Town's Improvement Easement Area") for the purpose of allowing the Town, its legal representatives, employees, and agents, to maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the Town Improvements on the Town's Improvement Easement Area, including but not limited to the right to access the Town's Improvement Easement Area with persons and machines, for such purposes, subject to the following conditions:

(A) Notwithstanding the foregoing and with respect only to Town Improvements that are covered by a permanent structure as of the date hereof, including but not limited to any portion of the Water Lines, the Town Improvement Easement shall only include an easement and right of way in, under, and through, but not upon, about, or over, the portions of the Library Property on or under which such Town Improvement is located and the existence of such permanent structure thereover shall not under any circumstances be construed as an interference with the Town's easement rights.

(B) Notwithstanding the foregoing and with respect only to the portions of the Town's Improvement Easement and Town's Improvement Easement Area that correspond to each Town Catch Basin and the outlet pipes running therefrom to any drainage system to which they connect, the Library's grant of the above easement rights are expressly conditioned on the Library's ability to connect the outlet pipes of any catch basins that the Library has or may hereafter construct on the Library Property to the outlet pipes running from the closest Town Catch Basin to any drainage system to which it connects, as said outlet pipe exists on the date hereof or as it may be replaced in the future pursuant to the terms of this Agreement.

(ii) The Library hereby grants and conveys to the Town a perpetual, non-exclusive, easement and right of way (the "Town's Recreation Easement" and together with the Town's Improvement Easement, the "Town's Easements") in, under, upon, about, over, and through the portions of the Library Property on which the Playground, Village Green, Sidewalks, and/or Canopy are located as of the date hereof (the "Town's Recreation Easement Area" and together with the Town's Improvement Easement Area, the "Town's Easement Area") for the purpose of allowing the Town to: (i) invite members of the public

to use those portions of the Town's Recreation Easement Area on which the Playground, Village Green, and Canopy are located for recreational uses; (ii) invite members of the public to use those portions of the Town's Recreation Easement Area on which the Sidewalks are located for the purpose of navigation; and (iii) to have its employees and agents place, maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove one or more picnic tables on the portion of the Town's Recreation Easement Area on which the Canopy is located for the benefit of members of the public making use of that portion of the Town's Recreation Easement.

(b) Easements Granted to the Library.

(i) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their guests, invitees, and licensees, a perpetual, non-exclusive easement and right of way (the "Library's Access Easement") in, under, upon, about, over, and through the portions of the Town Property on which the Driveway is located as of the date hereof (the "Library's Access Easement Area") for the purpose of providing the Library, its legal representatives, successors, and assigns, and their employees, agents, guests, and invitees, with vehicular and pedestrian access to the Library Property, provided however that the Town shall be permitted to adjust the exact dimensions and location of the Library's Access Easement and Library's Access Easement Area to accommodate renovations to the Town Office and concurrent reconfiguration of the Driveway and parking spaces in that area provided the Library's Access Easement and Library's Access Easement Area continue to follow the Driveway as closely as practically possible and the Library's Access Easement shall in no case fail of its aforesaid purpose or otherwise become unable to provide access to emergency response vehicles including fire trucks.

(ii) The Town hereby grants and conveys to the Library, its legal representatives, and their guests, invitees, and licensees, a perpetual, non-exclusive easement and right of way (the "Library's Parking Easement") in, under, upon, about, over, and through the portions of the Town Property on which the Parking Lot is located as of the date hereof (the "Library's Parking Easement Area") for the purpose of allowing the Library, its legal representatives, successors, and assigns, and their employees, agents, guests, and invitees, to access and use the Required Parking Spaces, in common with others, for the parking of vehicles in the Library's Parking Easement Area; provided, however, that the grant of the Library's Parking Easement shall not be understood to constitute any right of exclusive use, or priority of use of any such Required Parking Spaces.

(iii) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their employees and agents, a perpetual, non-exclusive easement and right of way (the "Library's Sign Easement") in, under, upon, about, over, and through the portion of the Village Green Lot labelled as "Sign Easement Area" on Exhibit A (the "Library's Sign Easement Area"), for the purpose of allowing the Library, its legal representatives, successors, and assigns, and their employees and agents, to erect, maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove one (1) permanent sign on the Library's Sign Easement Area for the purpose of advertising the Library to motorists and pedestrians along Meadow Road, provided such sign shall comply with all applicable land use regulations imposed by the Zoning Ordinance, or as otherwise

imposed by law, and further provided that the exact location of the sign is agreed to by the parties in good faith, with each Party's consent not to be unreasonably withheld or delayed.

(iv) The Town hereby grants and conveys to the Library, its legal representatives, successors, and assigns, and their employees and agents, a perpetual, non-exclusive easement and right of way (the "Library's Drainage Easement" and collectively with the Library's Access Easement, the Library's Parking Easement, and the Library's Sign Easement, the "Library's Easements") in, under, upon, about, over, and through the portions of the Town Property on which the Sump Pump Discharge Pipe runs on its way to the Southwest Catch Basin as of the date hereof (the "Library's Drainage Easement Area" and collectively with the Library's Access Easement Area, the Library's Parking Easement Area, and the Library's Sign Easement Area, the "Library's Easement Area") for the purpose of allowing the Library, its legal representatives, successors, and assigns, to maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the portion of the Sump Pump Discharge Pipe in the Library's Drainage Easement Area and to connect the same to the Southwest Catch Basin.

2. Incidental Access Rights.

(a) The Town, including its officers, officials, employees, agents, contractors, heirs, assigns, and legal representatives shall be permitted access to such portions of the Library Property adjacent to the Town's Easement Area and not covered by a permanent structure as are necessary for the Town, its agents and employees, to access the Town Improvements as they exist on the date hereof (the "Town's Incidental Access Area"), upon not less than three (3) days' prior written notice to the Library, to perform improvements, maintenance, and repairs on the Town Improvements as further described herein, or to place or remove one or more picnic tables on the portion of the Town's Easement Area on which the Canopy is located. The Town agrees not to interrupt the Library's use of the Library Property, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of the Library. In the event of emergency, the Town shall provide verbal notice to the Library prior to entering onto the Town's Incidental Access Area but shall not be required to provide such notice three (3) days before entry.

(b) The Library shall be permitted access to such portions of the Town Property adjacent to the Library's Sign Easement Area and Town's Drainage Easement Area and not covered by a permanent structure as are necessary for the Library, its legal representatives, successors and assigns, and their agents and employees, to access the Sump Pump Discharge Pipe in the Library's Drainage Easement Area and any sign constructed in the Library's Sign Easement Area (the "Library's Incidental Access Area"), upon not less than three (3) days' prior written notice to the Town, to perform improvements, maintenance, and repairs on the Sump Pump Discharge Pipe and any permanent sign erected in the Library's Sign Easement Area as further described herein, or to place or remove a permanent sign on the Library's Sign Easement Area. The Library agrees not to interrupt the Town's use of the Town Property, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of the Town. In the event of emergency, the Library shall provide verbal notice to the Town prior to entering onto the Library's Incidental Access Area but shall not be required to provide such notice three (3) days before entry.

3. Costs/Lien-Free Construction.

(a) The Town shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Library Property, all costs and expenses incurred by the Town in connection with the maintenance, reconstruction, repair, replacement, operation, inspection, patrol, redesign, alteration, or removal of the Town Improvements. The Town hereby acknowledges and agrees that if any lien is filed against the Library Property as a result of the Town's Improvement Easement or the Town's activities in the Town's Easement Area and the Town has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, the Town shall be in default of this Agreement, and the Library shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

(b) The Library shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Town Property, all costs and expenses incurred by the Library in connection with the construction, maintenance, reconstruction, repair, replacement, operation, inspection, patrol, redesign, alteration, or removal of the Sump Pump Discharge Pipe and any permanent sign constructed in the Library's Sign Easement Area. The Library hereby acknowledges and agrees that if any lien is filed against the Town Property as a result of the Library's Sign Easement or the Library's Drainage Easement or the Library's activities in the Library's Sign Easement Area or Library's Drainage Easement Area and the Library has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, the Library shall be in default of this Agreement, and the Town shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

4. Compliance with Laws.

(a) The Town shall maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the Town Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

(b) The Library shall maintain, reconstruct, repair, replace, operate, inspect, patrol, redesign, rebuild, alter, or remove the Sump Pump Discharge Pipe and any sign constructed in the Library's Sign Easement Area in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

5. Maintenance, Repair, and other Covenants.

(a) The Town's Obligations.

(i) The Town shall maintain and repair all portions of the Town's Improvements (whether on Library Property or Town Property), the Driveway, the Parking Lot, and the Town's Easement Area in a good and safe condition and in accordance with all applicable laws. The Town shall also maintain the Water Lines, Well, Town Catch Basins, Septic System, Leach Field and Southwest Catch Basin in good working order, as determined in the Town's reasonable, sole, and exclusive discretion. Without limiting the generality of the foregoing, the Town also covenants to maintain the Septic System and Leach Field in

such state as is necessary to support the continued removal of waste water from the Library Building and the Town Catch Basins in such state as is necessary to support the continued removal of stormwater from the Library Property, all in in such quantities as are necessary to meet the Library's reasonable needs. Notwithstanding the foregoing, the Town's obligations under this section shall not include any obligation to expand the size of the Septic System, nor reconfigure its layout on the Town Property, if the same is necessitated by the expansion in size or intensity of the Library's use of the Library Property, without the Library contribution the cost of its pro rata share of such increased capacity.

(ii) The Town shall perform maintenance deemed to be necessary in the reasonable, sole, and exclusive discretion of the Town, to keep the Town's Easement Area, the Driveway, and the Parking Lot at all times in the same condition as exists on the Effective Date of this Agreement, subject to Section 10 below.

(iii) In the event the surface of any portion of the Town's Incidental Access Area is disturbed by the Town's exercise of any of its easement rights under this Agreement, the Town shall restore such area to the condition in which it existed as of the commencement of such activity.

(iv) The Town shall have the right to block access to all or a portion of the Library's Easement Area for a temporary period in an emergency or for maintenance of the Library's Easement Area.

(v) Without limiting the generality of the foregoing, the Town shall be specifically responsible for mowing those portions of the Library Property immediately surrounding the Town Improvements, for clearing snow and ice from and applying salt to the Sidewalk and Parking Lot during the winter, for plowing the Parking Lot and Driveway as necessary to ensure continuous access to the Library Property, and for keeping the Town Catch Basins and Southwest Catch Basin clear and properly functioning; provided, however, that the manner in which such maintenance is performed, including but not limited to the materials and contractor selected, shall be within the reasonable, sole, and exclusive discretion of the Town.

(vi) The Town hereby covenants to continue to provide the Library with potable water via the Water Lines in such amounts as are necessary to meet the Library's reasonable needs; provided, however, that the Town shall not be obligated to expand the size or capacity of such Water Lines, if the same is necessitated by the expansion in size or intensity of the Library's use of the Library Property, without the Library contributing the cost of its pro rata share of such increased capacity.

(b) The Library's Obligations.

(i) The Library hereby assumes the obligation to maintain and repair the Sump Pump Discharge Pipe and any sign constructed in the Library's Sign Easement Area in a good and safe condition, as determined in the Library's reasonable, sole, and exclusive discretion, and in accordance with all applicable laws.

(ii) The Library shall perform necessary maintenance to keep the Sump Pump Discharge Pipe at all times in the same condition in which it exists on the Effective Date of the Agreement, subject to Section 10 below.

(iii) In the event the surface of any portion of the Library's Incidental Access Area is disturbed by the Library's exercise of any of its easement rights under this Agreement, the Library shall restore such area to the condition in which it existed as of the commencement of such activity.

(iv) The Library shall have the right to block access to all or a portion of the Town's Easement Area for a temporary period in an emergency.

(v) The Library hereby covenants to provide electricity in such amounts as are necessary to ensure continuous proper functioning of the Septic System's pump.

6. Reservation of Rights.

(a) All right, title, and interest in and to the Town's Easement Area and Town's Incidental Access Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the Library, provided, however, that the Library shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Town Improvements in the Town's Easement Area and Town's Incidental Access Area; or (b) develop, landscape, or beautify the Town's Easement Area and Town's Incidental Access Area in any way which would unreasonably or materially increase the costs to the Town of maintaining, reconstructing, repairing, replacing, operating, inspecting, patrolling, redesigning, rebuilding, altering, or removing the Town Improvements or restoring the Town's Easement Area or the Town's Incidental Access Area after such activity. The Library shall have the right to grant additional easement rights in the Town's Easement Area and Town's Incidental Access Area, provided same shall not interfere with, or otherwise adversely affect any of the Town's rights herein. The Library's use and enjoyment of the Town's Easement Area and Town's Incidental Access Area shall not interfere with, or adversely affect any of the Town's rights herein.

(b) All right, title, and interest in and to the Library's Easement Area and Library's Incidental Access Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the Town, provided, however, that the Town shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Sump Pump Discharge Pipe or permanent sign in the Library's Easement Area and Library's Incidental Access Area; or (b) develop, landscape, or beautify the Library's Easement Area and Library's Incidental Access Area in any way which would unreasonably or materially increase the costs to the Library of constructing, maintaining, reconstructing, repairing, replacing, operating, inspecting, patrolling, redesigning, rebuilding, altering, or removing the Sump Pump Discharge Pipe or any permanent sign in the Library's Sign Easement Area or restoring the Library's Easement Area or the Library's Incidental Access Area after such activity. The Town shall have the right to grant additional easement rights in the Library's Easement Area and Library's Incidental Access Area, provided same shall not interfere with, or otherwise adversely affect any of the Library's rights herein. The Town's use and enjoyment of the Library's Easement Area and Library's Incidental Access Area shall not interfere with, or adversely affect any of the Library's rights herein.

7. Relocation. The Town or the Library may relocate any easement provided for herein by which it is burdened if prior written consent is obtained from the other party, which consent may not be unreasonably withheld, and provided that the relocation of any such easement shall not in any way diminish or interfere with the other party's reasonable exercise of its easement rights. If the Town desires to relocate all or any portion of the Library's Easement Area and/or Library's Incidental Access Area or the Library desires to relocate all or any portion of the Town's Easement Area and/or Town's Incidental Access Area, such party shall send a request to relocate the easement area and/or incidental access area, or any portion thereof, as applicable, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within fifteen (15) days of receiving such relocation request. If the parties agree to relocate an easement area or incidental access area, then this Agreement shall be amended to reflect the same.

8. Grantor's Use of Property. The Town reserves the right to use the Town Property in any manner and for any purpose that does not interfere with the Library's easement rights and its use of the Library's Easements. The Library reserves the right to use the Library Property in any manner and for any purpose that does not interfere with the Town's easement rights and its use of the Town's Easements.

9. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns, except that the Library's Parking Easement shall benefit the Library Property for only so long as the Library is the fee owner of the Library Property. In the event that the fee ownership interest in the Library Property is transferred to another person or entity, the transferee shall be required to renegotiate with the Town the terms of the transferee's use of the Required Parking Spaces in the Parking Lot. Notwithstanding the foregoing, the parties acknowledge that the rights granted and duties assumed under this Agreement may not be assigned or delegated without the prior written consent of the other party, which consent is not to be unreasonably withheld, conditioned, or delayed. Any attempted assignment or delegation without the prior written consent of the other party shall be void ab initio.

10. Default and Remedies. In the event of a default by the Town or the Library, the non-defaulting party may seek any and all remedies permitted by law.

11. Insurance

(a) The Town shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of commercial general liability insurance, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Town's Easement Area and/or the Town's Incidental Access Area with a combined single limit of not less than \$400,000 with respect to the Town's Easement Area and the Town's Incidental Access Area and the Town's use therein. Prior to making any entry onto the Library Property, the Town shall furnish to the Library a certificate of insurance evidencing the foregoing coverages.

(b) The Library shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of commercial general liability insurance, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Library's Easement Area with a combined single limit of not less than \$1,000,000.00 with respect to the Library's Easement Area and the Library's Incidental Access Area and the Library's

use therein. Prior to making any entry onto the Town Property, the Library shall furnish to the Town a certificate of insurance evidencing the foregoing coverages.

12. Grantor Not Liable. In no event shall the Town be liable for any damage to, or loss of personal property or equipment sustained by the Library, its successors and assigns, or their agents, employees, guests, and/or invitees within the Library's Easement Area, whether or not it is insured, even if such loss is caused by the negligence of the Town; and in no event shall the Library be liable for any damage to, or loss of personal property or equipment sustained by the Town, its agents, employees, guests, invitees, and licensees, within the Town's Easement Area, whether or not it is insured, even if such loss is caused by the negligence of the Library.

13. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Eastern Standard Time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To the Town: Anthony Ward
Town Manager
635 Meadow Road
Casco, ME 04015

To the Library: Michelle R. Brenner
Library Director
PO Box 420
5 Leach Hill Road
Casco, ME 04015

If Anthony Ward and/or Michelle R. Brenner shall at any time cease to be the Town Manager of the Town or Library Director of the Library, as applicable, the first line of the addresses above shall be deleted and replaced with the name of their successor. Any party may change its address for purposes of this Section 19 by giving written notice as provided in this Section 19. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 19.

14. Recording. This Agreement and all future amendments hereto shall be recorded in the Cumberland County Registry of Deeds in the State of Maine.

15. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE WITHOUT ANY REGARD GIVEN TO ANY CONFLICT OF LAWS PROVISIONS TO THE CONTRARY.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

19. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

20. Interpretation. Under no circumstances shall the provisions of this Agreement be interpreted to subject the Town to a higher standard of care, or a higher degree of maintenance responsibility for any portion of the Town Property than would otherwise be applicable by law unless specifically so stated herein.

[SIGNATURE PAGE FOLLOWS]

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

TOWN:

INHABITANTS OF THE TOWN OF CASCO,
a Maine municipal corporation

By: _____

Anthony Ward

Its: Town Manager, Duly Authorized by Vote of
Town Meeting

LIBRARY:

CASCO LIBRARY ASSOCIATION,
a Maine nonprofit corporation

By: _____

Janet Ver Planck

Its: President and Authorized Representative

EXHIBIT A

SURVEY