

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 **<PARCEL <#>>** on the **<SURVEY>** 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 and 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 **<PARCEL <#>>** on Exhibit A; and (ii) immediately east of the Library Property on the land between the Library Property and Meadow Road and is more particularly described in a certain **<DEED>** from **<GRANTOR>** dated **<DATE>** and recorded in the Cumberland County Registry of Deeds in Book **<#>**, Page **<#>** (the “Easterly Town Property” and together with the Town Office Lot, the “Town Property”); 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 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 its building footprint 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 Library building expansion, 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's 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 land it had recently acquired, 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 across the Town Property (the "Driveway"), which driveway 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, the "Town Catch Basins"), each of which is shown, and labelled as "Town Catch Basin" on Exhibit A, as well as one catch basin on adjacent Town Property to the northeast (the "Northeast Catch Basin"), each of which catch basins may or may not be connected to the same underground drainage system as the others; 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 its building (the "Library Catch Basin"), which is shown, and labelled as "Library Catch Basin" on Exhibit A, which catch basin may or may not be connected to the same underground drainage system as the Town Catch Basins and/or Northeast 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 on the Town Property to the southwest of the Library Building (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 old Town office building on the Town Office Property; 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 wheelchair access ramp with appropriate railings on the western entrance to the Library’s building (the “ADA Ramp”), which ADA ramp is shown and labelled as “ADA Ramp w/Railing” on Exhibit A, and which ADA ramp was constructed on property that belonged to the Town at the time; 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, in 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 Playground, Fence, Village Green, Sidewalks, Well, Town Catch Basins, Septic Tank, Septic Lines, Former Leach Field, ADA Ramp, and Canopy (collectively, the “Town Improvements”) to be and remain located, in part or in full, on the Library Property; 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 to so many parking spaces as may be necessary to accommodate the needs of the Library's agents, employees, guests, and invitees from time to time 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 Easterly Town Property 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; and

WHEREAS, it is the intention of the Parties that this Agreement shall document 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.

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.

(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.

(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.

(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 Easterly Town Property 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 not waived, modified, or otherwise affected by a land use permit, including but not limited to a variance, 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 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.

(c) The Town shall use its best efforts to obtain all land use approvals that are needed to allow the Library to maintain a permanent sign in the Library's Sign Easement Area including by applying for a variance if needed.

5. Maintenance, Repair, and other Covenants.

(a) The Town's Obligations.

(i) The Town shall maintain and repair the 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 Leach Field and the Southwest Catch Basin in good working order.

(ii) The Town shall perform necessary maintenance to keep the Town's Easement Area, the Driveway, and the Parking Lot at all times in the same or better condition as existed on the Effective Date of the 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.

(b) The Library's Obligations.

(i) The Town 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 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 or better condition as existed 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. Representations and Warranties. Each party hereby represents and warrants to the other that: (a) it has the full right, power, title, and interest to make the within grants of the easements; (b) such grant of the easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by the other pursuant to the terms hereof; and (c) the other's easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

8. 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. 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, 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 same. Both the Town and the Library, hereby acknowledge and agree that the party requesting the relocation shall be responsible for all the costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the easement area.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY EITHER PARTY HEREUNDER, OR FOR ANY OTHER REASON, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER.

15. Indemnification. The Town shall indemnify, defend, and hold the Library harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by the Library arising from or by reason of the Town's or general public's access to, or use of the Town's Easement Area and the Town's Incidental Access Area subject to the limits on liability prescribed by the Maine Tort Claims Act. The Library shall

indemnify, defend, and hold the Town harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by the Town arising from or by reason of the Library's access to, or use of the Library's Easement Area and the Town's Incidental Access Area.

16. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

17. 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 R. Ward
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 Tony 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.

18. Recording. This Agreement shall be recorded in the Cumberland County Registry of Deeds in the State of Maine.

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

20. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF MAINE, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 22. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 19 OF THIS AGREEMENT.

22. 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.

23. 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.

24. 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.

[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