

DROWNE ROAD

LENGTH: 1,100' (.21 MILES)

WIDTH:

2786/587

51

Drowne Road 58

1871

KNOW ALL MEN BY THESE PRESENTS, that INHABITANTS OF THE TOWN OF CUMBERLAND, a body politic and corporate, organized under the laws of the State of Maine and located in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations paid by SCHOOL ADMINISTRATIVE DISTRICT NO. 51, a corporation organized and existing under the laws of the State of Maine and located in the Towns of Cumberland and North Yarmouth, County of Cumberland and State of Maine, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said School Administrative District No. 51, its successors and assigns, a certain lot or parcel of land with the buildings and improvements thereon situated in the Town of Cumberland County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the southeasterly side of the Drowne Road, which point is situated thirty (30) feet southwesterly from the intersection of the said side of Drowne Road with the projection northwesterly of the closest southwesterly side line of land now or formerly of Gerald N. McCarty, which southwesterly side line is the second course of the description in the deed of the Grantor to said Gerald N. McCarty dated October 24, 1957, recorded in Cumberland County Registry of Deeds, Book 2385, Page 361; thence southwesterly by said Drowne Road to a point which is situated sixty (60) feet northeasterly from the intersection of the said southeasterly side line of the Drowne Road with the projection northwesterly of the northeasterly foundation line of the municipal garage of the Grantor; thence at a right angle to said Drowne Road and by remaining land of the Grantor one thousand (1,000) feet to a point; thence northeasterly at a right angle to the last named course and by remaining land of the Grantor to a point, which point is the intersection of said northeasterly named course with a line drawn southeasterly from the point of beginning and at a right angle to the said Drowne Road, which point is also the most southerly corner of a sixty (60) foot right of way hereinafter described; thence northwesterly one thousand (1000) feet by remaining land of the Grantor and parallel with and thirty (30) feet from the said southwesterly side line of Gerald N. McCarty property to the point of beginning, meeting said point of beginning at a right angle to said Drowne Road.

There is also conveyed hereby a right of way for all purposes over, across and under a sixty (60) foot strip of land extending southwesterly from the Tuttle Road to the above described premises, which strip of land is bounded and described as follows: Beginning at the most southerly corner of said sixty (60) foot strip of land at the most easterly

corner of the above described parcel of land; thence north-easterly in a projection northeasterly of the southeasterly line of the above described premises to the Tuttle Road; thence northwesterly by the Tuttle Road sixty (60) feet to a point; thence southwesterly and parallel with the first course describing the sixty (60) foot strip of land to the northeasterly side line of the above described parcel of land; thence south-easterly by the above described parcel of land sixty (60) feet to the point of beginning.

There is also conveyed a right of way for all purposes over, across and under said Drowne Road extending southwesterly from Tuttle Road to the above described parcel of land.

This conveyance is made subject to easements conveyed by said deed of the Grantor to Gerald N. McCarty.

Being a portion of the premises devised to the Grantor by Elizabeth I. Drowne, an abstract of which devise is recorded in said Registry of Deeds, Book 589, Page 204.

There is also included in this conveyance all school property and school equipment located on and within the above described premises and buildings, to which property and equipment the Grantor herein may have any ownership or title.

This conveyance is made pursuant to the provisions of Section 217 of Title 20 of the Maine Revised Statutes of 1964.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said School Administrative District No. 51, its successors and assigns forever.

IN WITNESS WHEREOF, the said Inhabitants of the Town of Cumberland has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Fred L. Robinson, Robert C. Robinson, Maurice W. Small, Harold J. Todd and Robert G. Dillenback,

its Selectmen thereunto duly authorized, this 19th day of ~~December~~ November in the year of our Lord one thousand nine hundred and sixty-six.

Signed, Sealed and Delivered IN HABITANTS OF THE TOWN OF
in presence of CUMBERLAND

[Handwritten signatures and names over lines]
Selectmen
Fred L. Robinson
Robert C. Robinson
Maurice W. Small
Harold J. Todd
Robert G. Dillenback

PARTIAL RELEASE

NORWAY SAVINGS BANK, a Maine banking corporation with a place of business at 1200 Congress Street, Portland, Maine and a mailing address of P.O. Box 8550, Portland, Maine 04104-8550, holder of (a) a Mortgage from Village Green Cumberland, LLC to Norway Savings Bank, securing a letter of credit note in the original principal amount of \$2,313,144, and a construction note in the amount of \$1,784,094, dated January 18, 2012 and recorded in the Cumberland County Registry of Deeds in **Book 29285, Page 290**, and (b) a Collateral Assignment of Leases and Rentals from Village Green Cumberland, LLC to Norway Savings Bank dated January 18, 2012 and recorded in **Book 29285, Page 316**, for consideration paid, releases to **Village Green Cumberland, LLC** all interest acquired under said mortgage and collateral assignment in the following described real property:

A certain lot or parcel of land on the easterly side of Main Street, also known as Route 9, in the Town of Cumberland, County of Cumberland and State of Maine, being a sixty (60) foot wide strip of land shown as "Wyman Way (60' Wide Public R.O.W.)" and as "Drowne Road (60' Wide Public R.O.W.)" on a plan entitled "Village Green, Cumberland, Maine Final Subdivision Plan", by DeLuca-Hoffman Associates, Inc. and Titcomb Associates, Inc., approved by the Town of Cumberland Planning Board, dated May 2011, revised as of September 13, 2011, recorded in the Cumberland County Registry of Deeds in Plan Book 211, Page 345, as amended by "Village Green, Cumberland, Maine Final Amended Subdivision Plan" dated May 2011, revised as of January 5, 2012, approved by the Town of Cumberland, recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 18, being more particularly described in a deed from Village Green Cumberland, LLC to the Town of Cumberland to be recorded in said Registry of Deeds.

The purpose of this instrument is to release the above-described premises, and no more, from the effect of the above referenced mortgage and collateral assignment. In all other respects said mortgage and collateral assignment shall remain in force and effect.

IN WITNESS WHEREOF, NORWAY SAVINGS BANK has caused this Partial Release to be executed by Richard R. Flagg, its Vice President, thereunto duly authorized, as of the 12th day of November, 2015.

WITNESS:

B. R.

NORWAY SAVINGS BANK

By:

Richard R. Flagg

Print Name

Its: Vice President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

November 12, 2015

Then personally appeared the above-named Richard R. Flagg,
Vice President of NORWAY SAVINGS BANK, and acknowledged the
foregoing instrument to his/her free act and deed in said capacity and the free act and deed of
NORWAY SAVINGS BANK.

Before me,

Pamela J. Grandet
Notary Public/Attorney at Law

Pamela J. Grandet
Print name

Received
Recorded Register of Deeds
Nov 19, 2015 03:02:07P
Cumberland County
Nancy A. Lane

WARRANTY DEED

VILLAGE GREEN CUMBERLAND, LLC, a Maine limited liability company with a place of business in Portland, Maine and a mailing address of P.O. Box 3572, Portland, Maine 04104, for consideration paid, grants to TOWN OF CUMBERLAND, a municipal corporation with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021, with Warranty Covenants, the following real property:

A certain lot or parcel of land on the easterly side of Main Street, also known as Route 9, in the Town of Cumberland, County of Cumberland and State of Maine, being a sixty (60) foot wide strip of land shown as "Wyman Way (60' Wide Public R.O.W.)" and as "Drowne Road (60' Wide Public R.O.W.)" on a plan entitled "Village Green, Cumberland, Maine Final Subdivision Plan", by DeLuca-Hoffman Associates, Inc. and Titcomb Associates, Inc., approved by the Town of Cumberland Planning Board, dated May 2011, revised as of September 13, 2011, recorded in the Cumberland County Registry of Deeds in Plan Book 211, Page 345, as amended by "Village Green, Cumberland, Maine Final Amended Subdivision Plan" dated May 2011, revised as of January 5, 2012, approved by the Town of Cumberland, recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 18 (the "Plans"), being more particularly bound and described on Schedule A attached hereto and made a part hereof.

The above described premises are conveyed subject to the following:

1. Matters shown on the Plans.
2. Covenants, conditions and restrictions set forth in the General Declaration of Covenants and Restrictions Village Green, Phase I, Cumberland, Maine dated January 17, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29298, Page 73.
3. Terms and provisions of a Contract Zoning Agreement by and between the Town of Cumberland and Village Green Cumberland, LLC Relating to Phase I of the Village Green Revitalization Master Plan (The former "Doane" Parcel Consisting of Approximately 40.7 Acres)" dated April 11, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28735, Page 158.
4. Terms and conditions of a State of Maine Department of Environmental Protection Department Order in the Matter of Village Green Cumberland LLC, Cumberland, Cumberland County, Village Green, Site Location of Development Act, Natural Resources Protection Act, Tier Two Wetland Alteration, Stream Alteration, Water Quality Certification Findings of Fact and Order, Permit #s L-25376-L3-A-N, L-25376-TE-B-N, and L-25376-L6-C-N dated November 10, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29153, Page 214, and any applicable municipal approval as referenced in said order, and terms and conditions of a Minor Revision Findings of Fact and Order L-25376-L3-D-M dated April 6, 2012 and recorded in said Registry of Deeds in Book 29531, Page 134.

5. Rights and easements granted to Portland Water District as set forth in a deed from Village Green Cumberland, LLC dated March 14, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29429, Page 237.

6. Rights and easements granted to Central Maine Power Company by Village Green Cumberland, LLC as set forth in an instrument dated May 17, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29701, Page 313.

7. That portion of the above described premises shown on the Plans as "Wyman Way (60' Wide Public R.O.W.)" is subject to the following:

- a. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Richard L. Doane, Richard W. Doane and Jeffrey W. Doane as set forth in an instrument dated August 2, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8876, Page 255.
- b. Rights reserved by Richard L. Doane and Lisa A. Doane in a deed to Richard W. Doane and Jean L. Doane dated August 15, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13267, Page 68.
- c. Road Maintenance Agreement by and among Richard W. Doane, Lisa A. Doane, Jean L. Doane, Jeffrey W. Doane, Richard L. Doane, Dale Farris and Cynthia S. Farris dated August 18, 1997 and recorded in said Registry of Deeds in Book 13267, Page 71.
- d. Easement rights reserved by Jeffrey W. Doane as set forth in a deed from Richard W. Doane, Jean L. Doane, Richard L. Doane and Jeffrey W. Doane dated September 13, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15732, Page 22, for the benefit of the premises conveyed by Margaret G. Wyman to Jeffrey W. Doane in a deed dated March 17, 1989 and recorded in said Registry of Deeds in Book 8702, Page 74.
- e. Matters shown on a plan entitled "Plan of Property made for Jeffrey W. Doane" by Titcomb Associates dated October 13, 1988 and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 141. (Affects Wyman Way)

Meaning and intending to convey and hereby conveying all those portions of Wyman Way and Drowne Road that are designated as 60' wide public rights of way on the Plans and are located within the Village Green subdivision premises conveyed to Village Green Cumberland LLC by the Town of Cumberland by deed dated January 18, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29285, Page 284, but not conveying the portion of Wyman Way that is designated as a 50' wide private right of way on the Plans.

In Witness Whereof, Village Green Cumberland, LLC, has caused this instrument to be executed this 12th day of November, 2015.

WITNESS:

VILLAGE GREEN
CUMBERLAND, LLC
By Bateman Investments, LLC
Its Manager

By:
Nathan Bateman
Its Member and Manager

State of Maine
County of Cumberland

November 12, 2015

Personally appeared before me the above named Nathan Bateman, Member and Manager of Bateman Investments, LLC, Manager of Village Green Cumberland, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said entities.

Notary Public/Attorney at Law
Print Name Peter D. Klein
My Commission Expires _____

ACCEPTED BY:
TOWN OF CUMBERLAND

By:
William R. Shane
Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

November 18, 2015

Then personally appeared before me the above-named William R. Shane, Town Manager of the Town of Cumberland, and acknowledged the foregoing instrument to his free act and deed in said capacity and the free act and deed of the Town of Cumberland.

~~Notary Public~~ Attorney at law
Alyssa C. Tibbetts
Print Name/Commission Expiration _____

SCHEDULE A
Wyman Way and Drowne Road,
Village Green, Cumberland, Maine

A certain lot or parcel of land being located on the easterly side of Main Street (Route 9) and the northwesterly side of Drowne Road in the Town of Cumberland, County of Cumberland, State of Maine, bounded and described as follows.

Beginning at a point on the easterly sideline Main Street at the northwesterly corner of land now or formerly of Clayton H. Copp III and Susan J. Copp as described in a deed recorded in the Cumberland County Registry of Deeds in Book 18418, Page 190.

Thence:

- 1) N 10°07'48" E by said Main Street a distance of Sixty and 20/100 (60.20) feet to a point at the southwesterly corner of land now or formerly of Joseph P. Burke, Jr. and Jennalyn E. Burke as described in a deed recorded in said Registry in Book 30975, Page 73;
- 2) S 79°52'48" E by said land of Burke a distance of Nine and 55/100 (9.55) feet to a point at the westerly corner of land now or formerly of Kenneth W. Hartwell and Anette Hartwell as described in a deed recorded in said Registry on Book 18081, Page 125;
- 3) S 60°43'13" E by said land of Hartwell a distance of Three Hundred One and 95/100 (301.95) feet to a point of curvature;
- 4) Southeasterly by said land of Hartwell, following a curve to the right having a radius of Three Hundred Thirty and 00/100 (330.00) feet, an arc distance of One Hundred Forty-Eight and 21/100 (148.21) feet to a point of reverse curvature;
- 5) Southeasterly by said land of Hartwell and land now or formerly of Ralph Thieme as described in a deed recorded in said Registry in Book 28752, Page 45, following a curve to the left having a radius of Two Hundred Seventy and 00/100 (270.00) feet, an arc distance of Two Hundred Eleven 51/100 (211.51) feet to a point of tangency;
- 6) S 79°52'13" E by said land of Thieme a distance of Three Hundred Fifty-Five and 27/100 (355.27) feet to a point;
- 7) N 09°25'54" E by said land of Thieme a distance of Twelve and 41/100 (12.41) feet to point at land designated as Open Space as shown on a plan entitled Village Green Cumberland, Maine Amended Final Subdivision Plan recorded in said Registry in Plan Book 212, Page 18;
- 8) Northeasterly by said Open Space, following a non-tangent curve to the left having a radius of One Hundred Thirty-One and 00/100 (131.00) feet, an arc distance of One Hundred Twenty-Four and 82/100 (124.82) feet to a point of tangency, said point of tangency being located N 42°56'56" E a distance of One Hundred Twenty and 15/100 (120.15) feet from the last described point;

- 9) N 15°39'07" E by said Open Space a distance of Eighty and 43/100 (80.43) feet to a point;
- 10) S 74°20'53" E by said Open Space, land designated as Wyman Way (50' wide private R.O.W.) and Lot 23 as depicted on said plan a distance of One Hundred Thirty and 33/100 (130.33) feet to a point of curvature;
- 11) Southeasterly by said Lot 23, Lot 22 and land designated as Open Space as shown on said plan, following a curve to the right having a radius of Two Hundred Seventy-Five and 00/100 (275.00) feet, an arc distance of One Hundred Sixty-Seven and 62/100 (167.62) feet to a point of tangency;
- 12) S 39°25'28" E by said Open Space and Lot 21 as shown on said plan a distance of Thirty and 79/100 (30.79) feet to a point of curvature;
- 13) Easterly by said Lot 21 and Lot 20 as shown on said plan, following a curve to the left having a radius of One Hundred Ninety and 00/100 (190.00) feet, an arc distance of One Hundred Eighty-Five and 18/100 (185.18) feet to a point of tangency;
- 14) N 84°44'02" E by said Lot 20 and Lot 19 as shown on said plan a distance of Sixty-Nine and 53/100 (69.53) feet to a point of curvature;
- 15) Easterly by said Lot 19, following a curve to the left having a radius of Two Hundred Fifty and 00/100 (250.00) feet, an arc distance of Sixty-Nine and 26/100 (69.26) feet to a point of tangency at the southwesterly corner of Lot 18 as shown on said plan;
- 16) N 68°51'39" E by said Lot 18 and Lot 17 as shown on said plan a distance of One Hundred Eleven and 27/100 (111.27) feet to a point of curvature;
- 17) Northeasterly by said Lot 17, following a curve to the left having a radius of Two Hundred and 00/100 (200.00) feet, an arc distance of Sixty-Five and 73/100 (65.73) feet to a point of tangency;
- 18) N 50°01'53" E by said Lot 17 a distance of Thirty-Seven and 71/100 (37.71) feet to a point of tangency at the easterly corner of said Lot 17 and land designated as Open Space as shown on said plan;
- 19) Northeasterly by said Open Space, following a curve to the right having a radius of Two Hundred Sixty and 00/100 (260.00) feet, an arc distance of Ninety-Five and 82/100 (95.82) to a point of tangency;
- 20) N 71°08'52" E by said Open Space a distance of One Hundred Ten and 72/100 (110.72) feet to a point of curvature;

- 21) Northeasterly by said Open Space, following a curve to the left having a radius of Two Hundred and 00/100 (200.00) feet, an arc distance of Six and 93/100 (6.93) feet to a point on the southwesterly line of land now or formerly of the Town of Cumberland as described in a deed recorded in said Registry in Book 3411, Page 338;
- 22) S 54°51'17" E by said land of the Town of Cumberland a distance of Forty-Four and 66/100 (44.66) feet to a point;
- 23) S 34°38'51" W a distance of Forty and 33/100 (40.33) feet to the northeasterly corner of Lot 16 as shown on said plan;
- 24) Southwesterly by said Lot 16, following a curve to the right, having a radius of Two hundred Sixty and 00/100 (260.00) feet, an arc distance of Zero and 76/100 (00.76) feet to a point of tangency, the said point of tangency being located S 71°03'50" W a distance of Zero and 76/100 (00.76) feet from the last described point;
- 25) S 71°08'52" W by said Lot 16 a distance of One Hundred Ten and 72/100 (110.72) feet to a point of curvature;
- 26) Southwesterly by said Lot 16, following a curve to the left having a radius of Two Hundred and 00/100 (200.00) feet, an arc distance of Seventy-Three and 71/100 (73.71) feet to a point of tangency;
- 27) S 50°01'53" W by said Lot 16 and Lot 15 as shown on said plan a distance Thirty-Seven and 71/100 (37.71) feet to a point of curvature;
- 28) Southeasterly by said Lot 15 and Lot 14 as shown on said plan, following a curve to the right having a radius of Two Hundred Sixty and 00/100 (260.00) feet, an arc distance of Eighty-Five and 45/100 (85.45) feet to a point of tangency;
- 29) S 68°51'39" W by said Lot 14 and Lot 13 as shown on said plan a distance of One Hundred Eleven and 27/100 (111.27) feet to a point of curvature;
- 30) Westerly by said Lot 13 and Lot 12 as shown on said plan, following a curve to the right having a radius of Three Hundred Ten and 00/100 (310.00) feet, an arc distance of Eighty-Five and 88/100 (85.88) feet to a point of tangency;
- 31) S 84°44'02" W by said Lot 12 a distance of Sixty-Nine and 53/100 (69.53) feet to a point of curvature;
- 32) Westerly and Northwesterly by said Lot 12, a private way designated as Baxter Lane, Lot 7, land designated as Open Space and Lot 6 as shown on said plan, following a curve to the right having a radius of Two Hundred Fifty and 00/100 (250.00) feet, an arc distance of Two Hundred Forty-Three and 65/100 (243.65) feet to a point of tangency;
- 33) N 39°25'28" W by said Lot 6 a distance of Thirty and 79/100 (30.79) feet to a point of curvature;

- 34) Northwesterly by said Lot 6, a private way designated as Acadia Lane, and Lot 1 as shown on said plan, following a curve to the left having a radius of Two Hundred Fifteen and 00/100 (215.00) feet, an arc distance of One hundred Thirty-One and 04/100 (131.04) feet to a point of tangency;
- 35) N 74°20'53" W by said Lot 1 a distance of Fifty-Five and 33/100 (55.33) feet to a point of curvature;
- 36) Southwesterly by said Lot 1, following a curve to the left having a radius of Fifteen and 00/100 (15.00) feet, an arc distance of Twenty-Three and 56/100 (23.56) feet to a point of tangency;
- 37) S 15°39'07" W by said Lot 1 a distance of Five and 42/100 (5.42) feet to a point of curvature;
- 38) Southwesterly by said Lot 1 and Lot 2 as shown on said plan, following a curve to the right having a radius of One Hundred Ninety-One and 00/100 (191.00) feet, an arc distance of One Hundred Fifty-Seven and 68/100 (157.68) feet to a point;
- 39) S 10°07'47" W by said Lot 2 a distance of Thirty-Three and 82/100 (33.82) feet to a point at land designated Open Space as shown on said plan;
- 40) N 79°52'13" W by said Open Space and land now or formerly of Dale A. Farris and Cynthia S. Farris as described in a deed recorded in said Registry in Book 13267, Page 73 a distance of Four Hundred Five and 27/100 (405.27) feet to a point of curvature;
- 41) Northwesterly by said land of Farris and land now or formerly of Elizabeth Carlisle Simonds as described in a deed recorded in said Registry in Book 24233, Page 153, following a curve to the right having a radius of Three Hundred Thirty and 00/100 (330.00) feet, an arc distance of Two Hundred Fifty-Eight and 51/100 (258.51) feet to a point of reverse curvature;
- 42) Northwesterly by said land of Simonds, following a curve to the left having a radius of Two Hundred Seventy and 00/100 (270.00) feet, an arc distance of One Hundred Twenty-One and 26/100 (121.26) feet to a point at the northeasterly corner of said land of Copp;
- 43) N 60°43'13" W by said land of Copp a distance of Two Hundred Ninety-One and 22/100 (291.22) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 3.23 acres, more or less, and being depicted as Wyman Way (60' wide public R.O.W.) and Drowne Road (60' wide public R.O.W.) as shown on a plan entitled Village Green Cumberland, Maine Amended Final Subdivision Plan recorded in the Cumberland County registry of Deeds in Plan Book 212, Page 18.

Received
Recorded Register of Deeds
Nov 19, 2015 03:02:45P
Cumberland County
Nancy A. Lane

WARRANTY and DRAINAGE MAINTENANCE AGREEMENT

This Agreement is made and entered into this 18 day of November, 2015, by and between VILLAGE GREEN CUMBERLAND, LLC, a Maine limited liability company with a place of business in Portland, Maine and a mailing address of P.O. Box 3572, Portland, Maine 04104 (hereinafter "Village Green"), and the TOWN OF CUMBERLAND, a municipal corporation with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021 (hereinafter the "Town"), for and in consideration of the acceptance of the following real property as a public road by the Town of Cumberland, being the same real property conveyed by Village Green to the Town by deed dated November 12, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32743, Page 214 (hereinafter the "Road"), and more particularly described as:

A certain lot or parcel of land on the easterly side of Main Street, also known as Route 9, in the Town of Cumberland, County of Cumberland and State of Maine, being a sixty (60) foot wide strip of land shown as "Wyman Way (60' Wide Public R.O.W.)" and as "Drowne Road (60' Wide Public R.O.W.)" on a plan entitled "Village Green, Cumberland, Maine Final Subdivision Plan", by DeLuca-Hoffman Associates, Inc. and Titcomb Associates, Inc., approved by the Town of Cumberland Planning Board, dated May 2011, revised as of September 13, 2011, recorded in the Cumberland County Registry of Deeds in Plan Book 211, Page 345, as amended by "Village Green, Cumberland, Maine Final Amended Subdivision Plan" dated May 2011, revised as of January 5, 2012, approved by the Town of Cumberland, recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 18.

1. **Drainage Maintenance.**

Village Green hereby agrees to maintain the drainage facilities in the Road, as further defined herein, within the above described property. For purposes of this agreement, "drainage facilities" shall include detention or retention pond(s) and stormwater grates located within or immediately adjacent to the detention or retention pond(s). Village Green agrees to maintain, repair defects and remove obstructions in the drainage facilities to ensure that the hydraulic capacity and structural soundness of the drainage facilities remain intact. Village Green agrees to keep the detention or retention pond(s) clear, inspected and mowed on a regular basis and to repair erosion and maintain or remove vegetation as needed. Village Green agrees to inspect on a regular basis and keep clear of debris, trash and sediment accumulation all stormwater grates located within or immediately adjacent to the detention or retention pond(s).

The foregoing maintenance obligations shall be in addition to any and all conditions of drainage maintenance and stormwater management that have been or are at any time in the future imposed by state and/or federal agencies with jurisdiction regarding the same including, but not limited to, the United States Environmental Protection Agency, the Maine Department of Environmental Protection and the Cumberland County Soil and Water Conservation District.

Village Green agrees to perform maintenance or repair obligations under this section on an ongoing and as needed basis, but in no event shall maintenance or repair occur later than thirty (30) days after Village Green receives notice from the Town of Cumberland regarding the need for maintenance or repair of drainage facilities. The cost of all such maintenance and repair under this Agreement shall be borne solely by Village Green.

2. Warranty.

Village Green hereby agrees to guarantee the roadways, storm drainage system and sidewalks free from defects and failures in materials and workmanship, and to maintain the improvements, at a minimum, to meet the street design and construction standards set forth in Article VI of Chapter 250 of the Cumberland Code. This guarantee shall be valid for a period of two years following the Town's acceptance of the Road under warranty (the "Warranty Period"). Village Green shall provide financial security in the form of an irrevocable letter of credit or a performance and payment bond underwritten by an acceptable surety in an amount equal to 10% of the value of the performance guarantee required prior to construction of the Road. In the event of a defect in materials or workmanship occurring within two years of the acceptance of the Road by the Town, the Town will conduct all necessary repairs and draw funds from the security as needed to correct said defects during the warranty period.

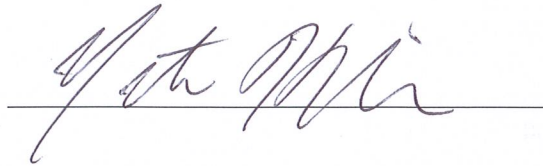
3. Successors.

This agreement shall bind Village Green only so long as it retains any interest in the above described Village Green Subdivision, and shall run with the land and be binding upon the Village Green Homeowner's Association, upon and after title to the common areas within the Village Green Subdivision passes from Village Green to the said Village Green Homeowner's Association. Dated this 12th day of November, 2015.

[SIGNATURE PAGE TO FOLLOW]

WITNESS:

VILLAGE GREEN CUMBERLAND, LLC
By Bateman Investments, LLC
Its Manager

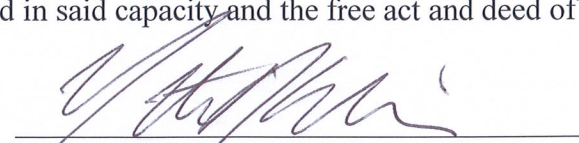


Nathan Bateman
Its Member and Manager

State of Maine
County of Cumberland, ss.

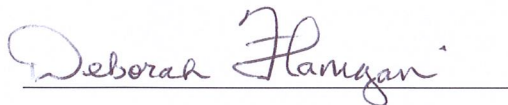
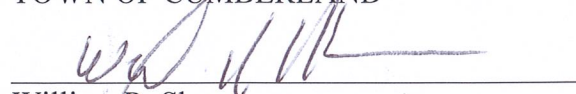
November 12, 2015

Personally appeared before me the above named Nathan Bateman, Member and Manager of Bateman Investments, LLC, Manager of Village Green Cumberland, LLC and acknowledged the foregoing instruments to be his free act and deed in said capacity and the free act and deed of said entities.


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

WITNESS:

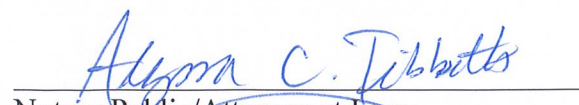
ACCEPTED BY:
TOWN OF CUMBERLAND



William R. Shane
Town Manager

State of Maine
County of Cumberland, ss.

November 18, 2015

Personally appeared before me the above named William R. Shane, Town Manager of the Town of Cumberland, and acknowledged the foregoing instruments to be his free act and deed in said capacity and the free act and deed of the Town of Cumberland.


Notary Public/Attorney at Law
Print Name: Alyssa C. Tibbette
My Commission Expires: _____

Received
Recorded Register of Deeds
Nov 19, 2015 03:03:17P
Cumberland County
Nancy A. Lane

6402 106
321 11 0000 106 0
102 0000 02 0:01
0000 0 10:10
0001 0 0:10