



October 19, 2009

Lawrence R. Clough  
Tompkins, Clough, Hirshon & Langer  
P.O. Box 15060  
Portland, ME 04101

Re: FCC / Consent to Sewer Easement

Dear Larry:

Enclosed please find Bangor Savings Bank's consent to Falmouth Country Club's intended granting of Easement rights to the Town of Falmouth for purposes of the acceptance of the sewer system serving the Falmouth Country Club development.

Please let me know if there is anything else you may need from us as leasehold mortgagee.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Burgess", is positioned below the word "Sincerely,".

Robert A. Burgess  
Senior Vice President  
Special Assets  
280 Fore Street, Suite 200  
Portland, ME 04101

cc: Len Gulino

EASEMENT DEED and BILL OF SALE

**FALMOUTH ON THE GREEN HOMEOWNERS ASSOCIATION**, a Maine corporation with a place of business in Falmouth, Maine ("Grantor"), for consideration given, hereby GRANTS to the **TOWN OF FALMOUTH**, a municipal corporation and body politic duly created, organized and existing in accordance with the laws of the State of Maine, with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 ("Grantee"), its successors and assigns, in common with Grantor and others, the following easements and property:

**I. Easements and Rights.** Grantor hereby conveys and assigns to Grantee the perpetual rights and easements across certain parcels of land located in the towns of Falmouth and Cumberland, Maine as shown on a plan entitled "Falmouth Country Club, Winn Road, Falmouth, Cumberland, Maine" by Land Use Consultants recorded in the Cumberland County Registry of Deeds in Plan Book 159, Pages 3 through 7 as amended in Plan Book 159, Page 53, and Plan Book 167, Pages 1 and 2 (the "Plans") for the purpose of maintaining, repairing and replacing the common sewer system as presently located on land of the Grantor consisting of the following components:

Existing underground common sewer system, mains, vents, and manholes as presently located in the fifty foot wide private streets owned by the Grantor known as Inverness Road, Oakmont Circle, Medinah Circle, Baltusrol Circle, Hazeltine Drive, Merion Way, Murifield Road, Turnberry Drive, Carnoustie Circle, Birkdale Road, Preswick Circle, Hoylake Circle, excepting however the branch lines servicing individual residential properties (collectively, the "Sewer Lines");

The pump stations, vents, pumps, valves, tanks, electrical panels and controls, telemetry equipment, alarms generator, and other fixtures, equipment and appurtenances thereto located as follows:

Pump Station #1 located within Lot #3 on Hazeltine Drive as depicted on Sheet 1 of Plan Book 159, Page 53 of said Registry of Deeds;

Pump Station #3 located within Lot #73 on Birkdale Drive at corner of Prestwick as depicted on Sheet 7 of Plan Book 159, Page 53 - See Book 11383, Page 16 of said Registry of Deeds;

Pump Station #4 located on common lands of the grantor at Inverness Road at corner near CMP line as depicted on Sheet 3 of Plan Book 159, Page 53 of said Registry of Deeds;

Pump Station #5 located on Lot #2 at Inverness Road - as depicted on Sheet 4 of Plan Book 167, Page 2 of said Registry of Deeds; and

Pump Station #6 (former "leach field site" at intersection of Inverness and Winn Road) as depicted on the affidavit recorded in Book 20764, Page 161 in said Registry of Deeds

(collectively, the "Pump Stations")

Together with the rights within the foregoing easement areas to inspect, maintain, repair and replace the Sewer Lines and Pump Stations, to install additional equipment deemed necessary for proper operation of the system, including, but limited to, back-up generators, and for access necessary to exercise the easement rights. Grantee shall provide Grantor with not less than 48 hours prior notice before excavating the surface of the earth hereunder, except in the case of an emergency.

Following the exercise of the rights and easements granted herein and the disturbance of the foregoing easement areas, Grantee, its successors and assigns, shall restore the surface of the easement areas to substantially the same condition as existed prior to the exercise of said rights and easements.

Grantor agrees to remain responsible for (i) the removal of snow in order to provide access to the foregoing pump stations so long as the roads within the Falmouth on the Green subdivision remain private and for (ii) lawn and landscaping maintenance of landscaping around the pump stations.

Reserving to the Grantor, and Grantor's successors and assigns and others entitled to the use of the same, the use and enjoyment of the Easement Area for all purposes as are not inconsistent with and shall not materially interfere with the use thereof by the Grantee, its successors and assigns, for the purposes hereinabove described.

**2. Conveyance.** The Grantor hereby conveys to the Grantee herein, its successor and assigns, all the Grantor's right, title and ownership interest in and to: (i) the Sewer Lines and Pump Stations; and (ii) the existing sewer lines consisting of a gravity and force main and accessories located in the Winn Road right of way as shown on the plans prepared by Millett Associates on Sheets 2 through 7 on file at the town of Falmouth Wastewater Department extending southerly from Inverness Road (collectively the "Sewer System").

Grantee shall, by its acceptance of this instrument, assume responsibility for the future maintenance, repair and replacement of the Sewer System.

ALSO HEREBY ASSIGNING to the extent assignable, all warranties with respect to the foregoing property.

Reference is made to a deed from Dictar Associates II to the Grantor herein dated August 1, 1994 and recorded in said Registry of Deeds in Book 1588, Page 318, subject to the Declaration of Covenants recorded in said Registry of Deeds in Book 7832, Page 177 as amended and to the recorded rights of others. Subject to the provisions of the agreement with Central Maine Power Company recorded in said Registry of Deeds in Book 7669, Page 223 for portions of Inverness Road located on land of Central Maine Power Company and to the provisions of agreements with Maine Central Railroad Company recorded in said Registry of Deeds in Book 8063, Page 289 and Page 297.

WITNESS its hand and seal on September 15, 2009.

FALMOUTH ON THE GREEN  
HOMEOWNERS ASSOCIATION

*Jamie Connors*  
Witness

by: *Joseph Bousquet*  
Joseph Bousquet, its President

State of Maine  
County of Cumberland, ss

September 15, 2009

Then personally appeared before me the above named Joseph Bousquet in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation.

Before me,

*Lawrence R. Clough*  
Notary Public/Maine Attorney at Law  
Name: *Lawrence R. Clough*

JOINDER IN EASEMENT

**FALMOUTH COUNTRY CLUB**, a Maine nonprofit corporation ("Tenant") hereby joins with **FALMOUTH ON THE GREEN OWNERS ASSOCIATION**, a Maine nonprofit corporation ("Landlord") in the grant of the foregoing easement to the **TOWN OF FALMOUTH**, a municipal corporation and body politic duly created, organized and existing in accordance with the laws of the State of Maine, with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 ("Grantee") on the terms set forth below

WHEREAS Landlord owns certain property located in the Towns of Falmouth and Cumberland, Maine as described in a deed dated August 1, 1994 and recorded in said Registry of Deeds in Book 11588, Page 318 (the "Landlord Property") and Landlord is the Association of lot owners described in the Declaration of Covenants dated June 8, 1987 and recorded in said Registry of Deeds in Book 7832, Page 177 as amended of record and;

WHEREAS a portion of Landlord's Property is subject to a ground lease to Tenant from Dictar Associates II to Tenant dated June 3, 1988, as recorded in said Registry of Deeds in Book 8322, Page 11 as amended on November 16, 1988 and November 12, 2004 (the "Lease");

WHEREAS Pump Stations #4 and #6 are located on the Landlord Property leased to Tenant under the Lease;

WHEREAS pursuant to the November 12, 2004 amendment to the Lease, the Tenant agreed to execute any easements or other legal documents necessary for Landlord to transfer the Landlord's Sewer System (including the pump stations) to the Grantee.

NOW THEREFORE, Tenant hereby joins with Landlord in this Easement Deed and Bill of Sale in order to release from the Lease the following property:

Pump Station #4 located at Inverness Road at corner near CMP line as depicted on Sheet 3 of Plan Book 159, Page 53 of said Registry of Deeds; and

Pump Station #6 (former "leach field site" at intersection of Inverness and Winn Road) as depicted on the affidavit recorded in Book 20764, Page 161 in

said Registry of Deeds; and

This document may be separately signed in counterpart originals.

IN WITNESS WHEREOF Tenant has caused these presents to be executed by its officer hereunto duly authorized on September \_\_\_\_, 2009.

**FALMOUTH COUNTRY CLUB**

\_\_\_\_\_  
Witness by: \_\_\_\_\_, its \_\_\_\_\_

The undersigned as mortgagee of Tenant hereby consents to the foregoing release and agrees that the foregoing property shall be released from any mortgage or collateral assignment it holds with respect to the Lease.

**BANGOR SAVINGS BANK**

Woodward  
Witness by: Robert A. Burgess, its Senior Vice President

State of Maine  
County of Cumberland, ss 9/17, 2009

Then personally appeared before me the above named Robert A. Burgess in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

Before me,  
Dawn M. Krog  
Notary Public/~~Maine Attorney at Law~~  
Name: DAWN M. KROG  
**Notary Public • State of Maine**  
**My commission expires June 6, 2016**

Deed Easement FOG to Town of Falmouth REV2 9-14-09.doc  
9/16/2009 8:09:00 AM