

**AGREEMENT CONCERNING MAINTENANCE OF LIGHT POLES**  
**Red Oak Drive, Falmouth, Maine**

This Agreement is made as of this            day of            , 2010 by and between the Red Oak Ridge Homeowners Association whose mailing address is 19 Red Oak Drive (“Association”), and the Town of Falmouth, a body corporate and public located in the County of Cumberland and State of Maine (the “Town”).

WHEREAS, Association has petitioned the Town of Falmouth to accept as a public street all of “Red Oak Drive” together with certain easements and street connectors, as further described in Exhibit A to the Warranty Deed for Street Acceptance (collectively, the “Street”), both as shown on the plan entitled Amended Subdivision Plan of Red Oak Ridge, and recorded in the Cumberland County Registry of Deeds in Plan Book 203, Pages 609; and

WHEREAS, Association will continue to remain the owner of the Light Poles after the acceptance of the Street;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

1. The Town will allow the Light Poles to remain in their current locations and will allow Association to enter upon the Street for the purposes of maintaining, repairing and replacing the Light Poles, subject to all applicable Town ordinances, rules and permits concerning work within public streets.
2. Association will maintain and, if needed, repair, replace or remove the Light Poles, all so that the Light Poles are operable and do not pose a safety hazard to persons using the Street. Association will be solely responsible for all costs of maintenance and repair of the Light Poles, including costs of electric service and supply. The Town shall have no responsibility to maintain, repair or operate the Light Poles.
3. Association agrees, for itself, its successors and assigns, to indemnify and hold harmless the Town, its officers, officials, agents and employees against any and all claims, demands, damages, actions, causes of action, suits or judgments of any kind arising out of or in any way related to the Light Poles and accruing during the term of this Agreement. Nothing in this paragraph waives any immunity available to the Town under the Maine Tort Claims Act or other applicable law. The obligations of this paragraph shall survive termination or expiration of this Agreement.
4. This Agreement shall take effect upon acceptance of the Street by the Town and remain in effect for so long as any of the Light Poles remain in the Street. This Agreement shall be binding upon Association, its successors and assigns.

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

**Red Oak Ridge Homeowners  
Association**

By: \_\_\_\_\_

\_\_\_\_\_

TOWN OF FALMOUTH

By: \_\_\_\_\_

\_\_\_\_\_

Nathan A. Poore  
Its Town Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss. \_\_\_\_\_, 2009

Personally appeared before me the above-named \_\_\_\_\_, President /Vice President of **Red Oak Ridge Homeowners Association** , and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Association.

\_\_\_\_\_  
Attorney-at-Law/Notary Public

\_\_\_\_\_  
Print name

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

\_\_\_\_\_, 2010

Personally appeared before me the above-named Nathan A. Poore, Town Manager of the Town of Falmouth, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Falmouth.

\_\_\_\_\_  
Attorney-at-Law/Notary Public

\_\_\_\_\_  
Print name