

00113

AGREEMENTTOPSHAM BUSINESS PARKTOPSHAM, MAINE

THIS AGREEMENT made and entered into this 13 day of August, 1996, by and between BRUCE L. ALLEN and JOANNE R. ALLEN, of Bailey Island, County of Cumberland, State of Maine, and ALAN B. WILSON, CAROLYN C. WILSON, DONALD D. WILSON and BETTY J. WILSON, all of Lexington, County of Middlesex and State of Massachusetts, hereinafter referred to as "Owner" and THE TOPSHAM DEVELOPMENT, INC., an economic development corporation formed by the Town of Topsham, hereinafter referred to as "Developer" and the TOWN OF TOPSHAM, a municipal corporation organized and existing under the laws of the State of Maine, hereinafter referred to as "Town".

WITNESSETH

Based on the mutual agreement and consideration contained herein, the parties AGREE as follows:

1. Premises: The 25 acre triangular area of land identified as the Topsham Business Park as located on the Subdivision Plan entitled "Topsham Business Park Subdivision Plan" for Topsham Development, Inc., dated April 1996, as revised, by DeLuca-Hoffman Associates, Inc., attached as shown on Attachment A, with a legal description contained in Attachment B, to be recorded, shall be known as the Topsham Business Park and the road as it appears on the plan, and any extension thereof, shall be known as Park Drive.

2. Road: The first 1,000 foot of access road, identified as Park Drive on the Plan referred to above, shall be constructed to municipal standards by the Town of Topsham and Topsham Development, Inc. and shall be placed on a Town warrant for acceptance as a Town road. Construction shall begin within sixty (60) days of the date of this Agreement and a minimum of 1,000 feet of the road shall be completed within one (1) year of the date of this Agreement.

3. Sale of Lots: Based on the Towns agreement to build the road known as Park Drive, Owner AGREES to sell lots within Topsham Business Park as configured by Topsham Development, Inc. to any person approved by Topsham Development, Inc. for the sum of \$20,000.00 per acre. The obligation to sell lots shall continue for a period of ten (10) years from the date of this AGREEMENT and lots so sold shall contain the Covenants and Restrictions attached hereto as Attachment C. The Covenants and Restrictions shall run with the land and shall remain in effect until July 31, 2031.

4. Law and Binding Obligation: This AGREEMENT shall be governed by the laws of the State of Maine and shall be binding on the heirs and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, all as of the day and year first above written.

Signed, Sealed and Delivered
in presence of

[Signature]
Witness

[Signature]

[Signature: Bruce L. Allen]
Bruce L. Allen

[Signature: Joanne R. Allen]
Joanne R. Allen

Kathleen Fouest
Kathleen Fouest
Kathleen Fouest
Kathleen Fouest

Alan B. Wilson
Alan B. Wilson
Carolyn G. Wilson
Carolyn G. Wilson
Donald D. Wilson
Donald D. Wilson
Betty J. Wilson
Betty J. Wilson

Witness

TOPSHAM DEVELOPMENT, INC.

BY: Chairman
Its CHAIRMAN

Witness

TOWN OF TOPSHAM

BY: Chairman
Its: Chairman

STATE OF MAINE
ss.

August 7, 1996

Personally appeared the above-named BRUCE L. ALLEN and JOANNE P. ALLEN and acknowledged the foregoing instrument to be their free act and deed. Before me,

Notary Public
RICHARD
WIT AT CASH 1500 DECK

BK1439PG240

STATE OF MASSACHUSETTS

August 6, 1996

Hildesheim, SS.

Personally appeared the above-named ALAN B. WILSON, CAROLYN C. WILSON, DONALD D. WILSON and BETTY J. WILSON and acknowledged the foregoing instrument to be their free act and deed. Before me,

Robert A. Frost
Notary Public 11/17/03

STATE OF MAINE

August 23, 1996

Salem, SS.

The above-named DAVID FULLER personally appeared before me, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Topsham Development, Inc.

Richard L. Gardner
Notary Public RICHARD L. GARDNER
ATTY AT LAW

STATE OF MAINE

August 23, 1996

Salem, SS.

The above-named GEORGE L. ASHBE personally appeared before me, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Town of Topsham.

Richard L. Gardner
Notary Public RICHARD L. GARDNER
ATTY AT LAW