

# **PUBLIC WORKS FACILITY**

## **810 U.S. ROUTE ONE**

### **Property and Facilities Inventory**

This document is one of a series of staff reports to document important information about properties owned and utilized by the Town of York. It is an attempt to compile and make available relevant information about properties to ensure the institutional knowledge is not lost over time.

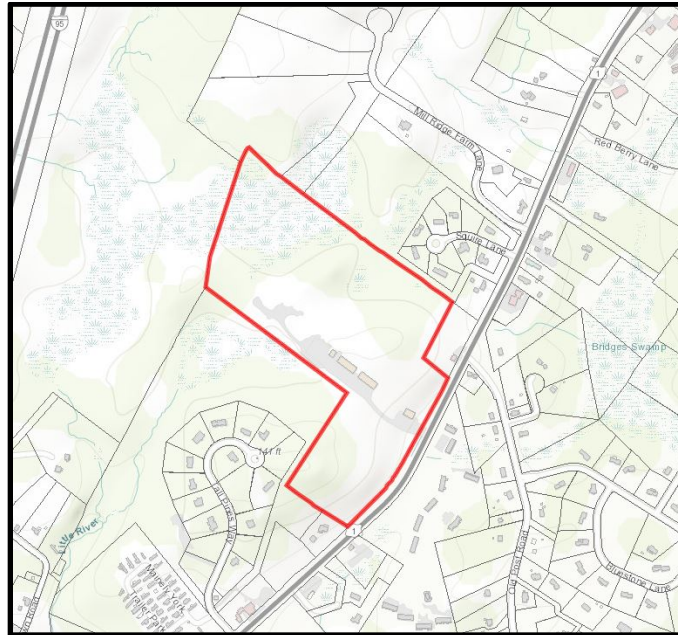


May 7, 2019

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## PUBLIC WORKS FACILITY – 810 U.S. ROUTE ONE

Location: 810 U.S. Route One.



Facility:

- On this lot at the time of acquisition were:
  - three garages;
  - a small salt shed; and
  - a fueling facility.
- The State retained an inholding on this property. There is an enclosure with a communications tower and associated equipment and this has been retained by the State, along with necessary utility and access easements (see pages 30-35).

Property Acquisition: Voters authorized this purchase at the May 20, 2017 Budget Referendum (see pages 12-13). On March 6, 2018, the Town executed a Memorandum of Understanding with the State for the eventual purchase of this property (see pages 16-29). The deed for Town acquisition of this property was executed on April 26, 2018 (see pages 4-11). This was the culmination of a process that began in mid-2015 and was first discussed by the Board of Selectmen in September 2015.

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The State obtained an appraisal by the Maine Valuation Company, which was dated March 31, 2016.

As part of its due diligence, the Town obtained Phase I and Phase II environmental assessments from SRW Environmental Consulting LLC of Somersworth, NH. The Phase I assessment reviewed the known property history, which had a number of underground storage tanks and a bridge maintenance facility during the State's time of ownership. This led to a recommendation for a Phase II assessment, with physical sampling to evaluate conditions more definitively. The Phase II assessment indicated the outfall of one floor drain had minor contamination but that, overall, the site did not appear to have any major contamination or environmental problems.

Deed References:

- Book 17701, Pages 881 et seq

Deed Restrictions: There is a deed restriction on this parcel. It is the State's practice to offer surplus properties to the community in which they are located first before offering the property for general sale. The initial offer is to sell at a reduced price with the stipulation that the property be used for government purposes. In this case the State offered the lot to the Town for \$625,000 with this deed restriction, or \$1,000,000 with no restrictions.

The deed restriction is a requirement that this property remain in governmental, non-commercial use or the State will need to be paid the value of the land at the time this restriction is triggered minus the amount paid at the time of purchase.

The State had earlier tried to sell an 8-acre portion of the property as a stand-alone lot, but no such sale occurred. When it came time to dispose of this surplus facility, the State decided to sell the land as a single 40 acre parcel. There are uncertified surveys which show the parcel divided into two lots, but that division was never executed. The Board of Selectmen had originally expressed an interest in 32 of the 40 acres of land, and the York Water District had expressed an interest in the remaining 8 acres. When it came time to decide how to pay for this acquisition, the Board of Selectmen and Budget Committee agreed that bond financing could be problematic if the Town purchased the entire parcel with the intention of selling a portion of the land during the term of the bond, whether to the Water District or any other party. The two boards agreed that it would be better to utilize the Town's fund balance to pay for the property. The Board of Selectmen's Fund Balance Policy calls for the Town to have monetary reserves within a certain range. Spending \$625,000 from fund balance kept the Town within this range, while spending \$1M would not have. These two factors led to the proposal to pay cash and accept the deed restrictions.

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It is worth noting that the staff at Maine Department of Transportation read the deed restrictions as calling for this former state highway garage to remain in use for transportation and public works purposes, but this is not what the language of the deed restriction state. The Town Attorney worked with the Department's attorney to refine the actual deed restriction language and it is written in a broad manner. Even with the executed language, there the State might challenge sale of a portion of the land to the York Water District, a quasi-municipal entity, as triggering the restriction.

It is also worth noting the sale of a portion of the land may require the State to be paid the entire difference, not just the difference in value on that portion being sold. This must be evaluated prior to any future sales or transfers.

Survey and Monumentation: The State provided un-certified surveys of the property. These have metes and bounds, and are labelled as modifications (in February 2018) of a July 1952 plan (see pages 14-15). There is no indication of the existence of any physical monumentation.

Facility Acquisition/Construction/Alteration: The facilities at the time of writing (May 7, 2019) existed at the time of purchase. The Public Works Department has made upgrades to the buildings, converting to LED lighting and re-surfacing the floors of the upper two buildings.

Relationship to Bond Funds: No bond funds were used for purchase or improvement of this property.

Land Use Permits & Approvals: Not applicable as of the time of writing (May 7, 2019).

Other Information:

- On the day the property was acquired, the Town Manager wrote a memo to document pertinent facts and thoughts at that time. It is essentially an informal version of this inventory document. A scanned copy is included (see pages 36-40).



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## Property Deed



# GOVERNOR'S DEED

The **STATE OF MAINE**, acting by and through its Governor, on recommendation of the Commissioner of the **DEPARTMENT OF TRANSPORTATION**, ("Grantor"), having a mailing address of 16 State House Station, Augusta, ME 04333-0016, for consideration paid, pursuant to 23 M.R.S. Section 61(1), as amended, releases to the **TOWN OF YORK**, a municipal corporation organized and existing under the laws of the State of Maine, and having a mailing address of 186 York Street, York, Maine 03909 ("Grantee"), all Grantor's right, title and interest in and to certain land and buildings located on the northwesterly side of U.S. Route 1 in the Town of York, County of York and State of Maine, as shown on a plan entitled "Maine State Highway Commission, Right of Way Map, State Highway "A", York, York County, Land Acquired from Sally M. Cook" dated July 1952 and February 2018, S.H.C. File No. 16-85, on file at the Augusta office of MaineDOT (the "Plan"). The Premises is more particularly described on the attached **Exhibit A, Legal Description** (the "Premises").

**MEANING AND INTENDING** to convey a portion of the property described in a Warranty Deed from Sally Moody Cook dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.

**BY ACCEPTANCE OF THIS DEED**, Grantee, for itself, its successors and assigns, agrees that should it choose to extract groundwater for human consumption from the Premises, it shall do so at its own risk.

**RESERVING TO THE STATE OF MAINE** from this conveyance the perpetual right to enter upon the Premises to maintain any state or state-aid highway slopes and drainage facilities or installations that may exist.

**THIS CONVEYANCE IS ALSO MADE** subject to all above-ground and underground utility easements and installations, if any, located on the Premises, including but not limited to those shown on the Plan and those rights which any utility enjoys over the Premises for maintenance, location or relocation of poles or other installations.

**THE PREMISES IS CONVEYED FOR ONLY SO LONG AS** it is publicly owned and used for the overall public interest for non-commercial governmental purposes. In the event Grantor alleges a breach of this condition, Grantor shall give Grantee thirty (30) days to cure the alleged breach, and then if this condition is breached, Grantor shall have the right to reenter and retake the Premises; provided, however, that if Grantor decides to exercise its right of entry and retake the Premises, it shall give the Grantee sixty (60) days prior written notice. After such notice, Grantee shall have the option to notify Grantor of its intent to purchase the Premises for its then-fair market value, as determined by a licensed Maine appraiser acceptable to both parties, pursuant to a Memorandum of Agreement between Grantor and Grantee dated March 6, 2018 on file at the offices of MaineDOT. The consideration paid by Grantee for this conveyance shall be deducted from the then-fair market value pursuant to said Memorandum of Agreement. If Grantee fails to notify Grantor of its intent to purchase within sixty (60) days then Grantor shall

Governor's Deed to the Town of York  
 Page 1

NO R.E. TRANSFER TAX PAID

795 -> Town of York  
 186 York St  
 York, ME 03909-1314

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exercise its right to reenter and retake the Premises and the Grantee shall surrender same and execute documentation necessary to vest fee simple title in Grantor. Prior to surrendering the Premises, but not later than sixty (60) days following receipt of Grantor's written notice of intent to reenter, Grantee shall have the right, but not the obligation, to remove any Grantee-constructed improvements, at Grantee's sole expense, subject to the condition that Grantee shall restore the Premises in that event as nearly as practicable to its condition existing as of the date of this Governor's Deed. In the event Grantee has not constructed any such improvements, Grantee shall nonetheless restore the Premises to its condition as of the date of this Governor's Deed. This covenant shall run with and bind the land and the Grantee's successors and assigns shall be subject to the same until Grantor, upon Grantee's purchase of the Premises pursuant to the above and at Grantee's request, executes a release, in recordable form, evidencing termination of this covenant.

**GRANTOR MAKES NO REPRESENTATIONS** or warranties with respect to the above-described Premises. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the Premises or any portion thereof for any particular purpose; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; or the existence, status, or condition of access to, or public utilities serving the Premises. Any subsequent use of, improvement to, or construction on the Premises is subject to all applicable laws, regulations, ordinances, and permitting requirements.

[SIGNATURE ON FOLLOWING PAGE]

Governor's Deed to the Town of York  
Page 2

IN WITNESS WHEREOF, I, Paul R. LePage, Governor of the State of Maine, caused the name and great seal of the State of Maine to be hereto affixed this 20<sup>th</sup> day of April, in the year two thousand eighteen.



STATE OF MAINE

By: Paul R. LePage, Governor  
Paul R. LePage

Affixed by: [Signature]  
Secretary of State

STATE OF MAINE  
County of Kennebec

Date 4/20/18

Personally appeared the above-named Paul R. LePage, Governor of the State of Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,

Audeline E. Melisa  
Notary Public/Attorney at Law  
Print Name: Audeline E. Melisa  
Bar No. 4551

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**EXHIBIT A**  
**Legal Description**  
**State of Maine to Town of York**

A certain lot or parcel of land situated in the Town of York, County of York, and State of Maine, as shown on a Maine Department of Transportation Right of Way plan entitled "Maine State Highway Commission, Right of Way Map, State Highway "A", York, York County, Land Acquired from Sally M. Cook" dated July 1952 and February 2018, on file in the Augusta Office of the Maine Department of Transportation, S.H.C. File No. 16-85 and recorded in the York County Registry of Deeds in Plan Book 22, Page 84 (the "Plan"), and further described as follows:

"Beginning at a point in the present northwesterly line of State Highway "A" as established September, 1937 at the southeasterly end of a stone wall nearly opposite the Little River Road, so called, which was also known as Old County Road, leading from State Highway "A" (U.S. Route 1) to York Village;

Thence southwesterly along the northwesterly line of State Highway "A" as established September, 1937 a distance of about fifteen hundred sixty-three (1563) feet to a point in the northeasterly line of other land of Grantor which is known as "The Tenney Pasture Lot;"

Thence N. 40° 00' W. four hundred twenty-four (424) feet, in part along a stone wall to land now or formerly of Paul Scammon;

Thence N. 45° 00' E. about seven hundred forty-five (745) feet to an angle point in a stone wall at the most easterly corner of land now or formerly of said Scammon;

Thence N. 43° 00' W. eleven hundred sixty-eight (1168) feet, in part along a stone wall and passing through a monument on a ledge, and another monument, to an angle point in a stone wall which is the most northerly corner of land of the aforesaid Paul Scammon;

Thence N. 5° 00' E. along a stone wall two hundred (200) feet to an angle point;

Thence northeasterly by a direct course and partly by a stone wall six hundred thirty (630) feet to an angle point in said wall;

Thence S. 43° 00' E. and mostly along a stone wall nineteen hundred ten (1910) feet to the point of beginning, this last-described course being along other land of the Grantor known as the Emerson Pasture Lot."

The above-described lot or parcel of land contains approximately 40 acres and is the same as described in a Warranty Deed from Sally Moody Cook to the State of Maine, dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.



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**SUBJECT** to a utility easement from the State of Maine to Central Maine Power Company dated March 4, 1970 and recorded March 11, 1970 and in said Registry of Deeds in Book 1866, Page 295.

**EXCEPTING AND RESERVING** from the above described parcel a certain lot or parcel of land containing approximately 2 acres located on the westerly side of U.S. Route 1 directly opposite the intersection of Old Post Road with said U.S. Route 1 and being more particularly described as follows:

“Beginning on the westerly side of U. S. No. 1 at a hub driven in the ground at a point where a stone wall now stands and running southerly along the westerly side of Route No. 1 about four hundred eighteen (418) feet more or less to a hub; thence turning and running at right angles approximately two hundred and nine (209) feet more or less, in a westerly direction, to a hub; thence turning and running at right angles in northerly direction and parallel to the first named course four hundred eighteen feet (418) to a hub; thence turning and running at right angle in an easterly direction, and parallel with the second named course about two hundred and nine (209) feet to the point of beginning, containing two acres more or less and being land in the Bridges Pasture, so-called.”

The above described excepted parcel was conveyed by Sally M. Cook to Helen D. Roberge by Warranty Deed dated November 27, 1950 and recorded in the York County Registry of Deeds in Book 1047, Page 535.

**FURTHER EXCEPTING AND RESERVING** a certain lot or parcel of land located on the northwesterly side, but not adjacent to, U.S. Route 1, hereafter known as the “Tower Lot” being more particularly bounded and described as follows:

Beginning at an intersection of stone walls at an easterly corner of land now or formerly of White Pine Ridge Homeowners Assoc. as recorded in said Registry of Deeds in Book 15024, Page 824, and also being a westerly corner of land now or formerly of the State of Maine hereinbefore described. Said stonewall intersection being located about 530' more or less northwesterly from U.S. Route 1;

THENCE N 37°10'43" E through the land of said State of Maine 210.44' to an #5 rebar with cap stamped “NCS, INC PLS 1314” being the TRUE POINT OF BEGINNING;

THENCE N 52°37'17" W along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped “NCS, INC PLS 1314”;

THENCE N 37°22'43" E along the remaining land of said State of Maine 60.00' to a #5 rebar with cap stamped “NCS, INC PLS 1314”;

Governor's Deed to the Town of York  
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THENCE N 52°37'17" E along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 37°22'43" W along the remaining land of said State of Maine 60.00' to the TRUE POINT OF BEGINNING. The above described parcel contains 7,800 s.f. or 0.18 acres, more or less.

The basis of bearing for the above described parcel is State Plane NAD83 1802-Maine West.

The above described Tower Lot is **SUBJECT** to the terms of a State of Maine Interagency Agreement between the Department of Transportation and the Department of Administrative and Financial Services/OIT, dated July 19, 2010 on file at the Maine Department of Transportation in Augusta.

**ALSO, RESERVING** to the State of Maine, its successors, heirs and assigns, a twenty-five (25) foot wide access easement from U.S. Route 1 to the northwesterly sideline of the above described Tower Lot as shown on the Plan, including the right to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from U.S. Route 1 to the above described Tower Lot.

**FURTHER EXCEPTING AND RESERVING** a lot or parcel of land as shown on a revised Right of Way Map entitled "Maine State Highway Commission, Plan of Proposed Relocation State Highway "A", York, York County" dated September 1937, F.A.P. No. 87-A, Sheet 2 of 3, S.H.C. File No. 16-43, hereafter known as "Reserved Right of Way" bounded and described as follows:

BEGINNING AT A POINT on the southwesterly corner of land as first described above and the southeasterly corner of land formerly of Sally M. Cook and formerly known as "The Tenney Pasture Lot". Said point being 46 feet, more or less, northwesterly from and as measured along a line normal to the State Highway "A" (U.S. Route 1) Survey Base Line at Station 80+75, more or less;

THENCE northwesterly adjoining the southeasterly sideline of said Cook a distance of 14 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line a Station 80+73 more or less;

THENCE northeasterly along a line and crossing the land of State of Maine a distance of 804 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line at Station 89+00;

THENCE northeasterly along line, parallel with the said State Highway "A" (U.S. Route 1) Base Line and crossing the land of said State of Maine a distance of 380 feet, more or less, to a point on the southwesterly line of land formerly of Sally M. Cook, (1952) Helen M. Roberge (Part of



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Bridges Pasture). Said point being 60 feet northwesterly from and as measured along a line normal from said baseline at Station 92+80, more or less;

THENCE southeasterly adjoining the southwesterly line of said Cook a distance of 19 feet, more or less, to a point on the northwesterly right of way line of State Highway "A". Said point being 40 feet northwesterly from and as measured along a line normal from said Base Line at Station 92+49, more or less;

THENCE southwesterly adjoining the northwesterly State Highway "A" right of way line a distance of 99 feet more or less to a point; said point being 40 feet northwesterly from and as measured along a line from said Base Line at Station 91+50;

THENCE southwesterly adjoining said right of way line a distance 100 feet, more or less, to a point, said point being 45 feet northwesterly from and as measured along a line from said Base line at Station 90+50;

THENCE southwesterly adjoining said right of way line a distance of 390 feet, more or less to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.T. Station 86+60.3;

THENCE southwesterly along a non-tangential curve to the right, adjoining said right of way line, having a radius of 955.37 feet and an arc distance of 328.02' to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.C. Station 83+10.3;

THENCE southwesterly adjoining the said right of way line a distance of 239 feet, more or less to the point of beginning.

Said lot or parcel of land containing approximately 0.82 acres adjoins State Highway "A" (U.S. Route 1) and is excepted and reserved by the State of Maine for right of way purposes.

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## Ballot Question



**SPECIMEN BALLOT  
BUDGET REFERENDUM  
YORK, MAINE  
MAY 20, 2017**

**Card 1 of**

**TOTAL VOTES CAST: 2**

Penalty for willfully defacing,  
down, removing or destroying  
Candidates or Specimen Ballots  
not exceeding One Hundred

**TOWN CLERK**

**ARTICLE FIFTY-TWO**

Shall the Town vote to appropriate a sum not to exceed **\$625,000** for the purchase of the State Highway Maintenance Facility and approximately 40 acres of land located at 810 U.S. Route One from the Maine Department of Transportation for the purpose of utilizing the highway maintenance facilities for Town purposes, and furthermore shall the Board of Selectmen adopt this line of the Town Budget as proposed by the Budget Committee? The purchase price would be taken from the Town's Fund Balance; there would be no additional tax appropriation requested for this purchase.

**Statement of Fact:** The Maine Department of Transportation has determined its maintenance facility on Route One in York is surplus property. Accordingly, it is offering this property to the Town to purchase at 50% of its appraised value of \$1.25 million. The facility has: three buildings with heated garage bays; a bulk diesel facility; and a salt storage shed. The State will retain its radio tower and an easement for access to it. To obtain the reduced price from the State, the property will be burdened by a deed restriction which limits its use to non-commercial, governmental purposes.

Budget Committee recommends approval (5-0).

Board of Selectmen recommends approval (4-1).

A **YES** vote authorizes the expenditure of **\$625,000**.

A **NO** vote authorizes an appropriation of **\$0**.

1623  
**YES** ☐  
**NO** ☐ 701

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## Un-Certified Property Survey



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Memorandum of Understanding  
Town and State of Maine



Paul R. LaPage  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

David Bernhardt  
COMMISSIONER

March 6, 2018

Stephen Burns, Town Manager  
Town of York  
186 York Street  
York, ME 03909

Dear Mr. Burns,

Enclosed is a fully executed Memorandum of Agreement for the purchase of MaineDOT property on U. S. Route 1 in York. This transaction will now go to our Legal Department for the drafting up of the Governor's Deed and the closing documents.

If you have any questions, please feel free to email me or call me at (207) 624-3033.

Sincerely,

  
Julia Picard  
Property Manager

Enclosure



## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made this 6<sup>th</sup> day of March, 2018, by and between the State of Maine, through its Department of Transportation ("MaineDOT"), and the Town of York (the "Town"), a municipal corporation organized and existing under the laws of the State of Maine.

### I. RECITALS

1. MaineDOT owns property comprised of approximately 40 acres and buildings situated on the northwesterly side of U.S. Route 1 in the Town of York, Maine (the "Premises"), where it operates a transportation maintenance facility. The Premises is located at 810 U.S. Route 1 and identified on the tax maps for the Town of York as Lot 18 on Map 94. The Premises is shown on a map entitled "Maine State Highway Commission, Right of Way Map, State Highway 'A' York, York County, Land Acquired from Sally M. Cook" dated July, 1952, S.H.C. File No. 16-85, on file at the Augusta office of MaineDOT (the "Plan"), and also on a plan entitled "Site Plan, 810 U.S. Route 1, York, Maine" dated January 13, 2010 by Northeast Civil Solutions, on file at the Augusta office of MaineDOT (the "Site Plan"). The Premises is more particularly described in a warranty deed from Sally Moody Cook dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.
2. MaineDOT has determined that the Premises is surplus to its operational needs. The Town desires to purchase the Premises for continued public, transportation-related, non-commercial use.
3. The parties wish to memorialize their respective understanding with regard to the sale of the Premises to the Town.

### II. AGREEMENT

#### 1. Premises to be Conveyed.

1-1. Subject to the terms and conditions contained in this Agreement, MaineDOT shall convey the Premises described in the attached Exhibit A to the Town by Governor's Deed, "as is, where is" with no warranties or covenants of title.

1-2. The Premises consists of an approximately 40-acre lot, including four wood-frame buildings: Building # B36207, an approximately 2,600 SF 3-bay truck service garage; Buildings #B58781 and B36205, two 7-bay truck service garages approximately 5,160 SF storage each building; and Building #B36208, an approximately 1,218 SF salt storage shed.

1-3. Equipment included in the sale: Salt brine tank.

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## **2. Purchase Price; Closing.**

2-1. The Town is to pay MaineDOT the total purchase price of Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) (the "Purchase Price"), to be paid by check upon delivery of the Governor's Deed at Closing, which shall take place within thirty (30) days of execution of the Governor's Deed.

## **3. Conditions.**

3-1. The Governor's Deed shall contain the following conditions:

a. MaineDOT, for the benefit of itself, its successors and assigns, shall except and reserve from the conveyance of the Premises the fee interest in an approximately 7,800 square foot rectangle lot located easterly of the two large maintenance garages on the Premises where a communications tower and appurtenant equipment are located (the "Tower Site"), along with an easement for ingress/egress to, over and across the Premises from U.S. Route 1 to the Tower Site, and the right to install, construct, operate, improve, expand and maintain utilities in, over or under such easement. The Tower Site is shown on the Site Plan. The location of the 25' wide easement is shown on the Plan and shall run with and benefit the Tower Site.

b. MaineDOT, for the benefit of itself, its successors and assigns, shall except and reserve from the conveyance of the Premises the fee interest in approximately 0.82 acres of land located adjacent to the existing U.S. Route 1 right of way for future highway needs.

c. The Premises will be conveyed for only so long as it is publicly owned and used for non-commercial, governmental purposes. In the event MaineDOT alleges a breach of this condition, MaineDOT shall give the Town thirty (30) days to cure the alleged breach, and then if this condition is breached, MaineDOT shall have the right to reenter and retake the Premises; provided, however, that if MaineDOT decides to exercise its right of entry and retake the Premises, it shall give the Town sixty (60) days prior written notice. After such notice, the Town shall have the option to notify MaineDOT of its intent to purchase the Premises for its then-fair market value, as determined by a licensed Maine appraiser acceptable to both parties. The Purchase Price shall be deducted from such then-fair market value. If the Town fails to notify MaineDOT of its intent to purchase within sixty (60) days, then MaineDOT shall exercise its right to reenter and retake the Premises and the Town shall surrender same and execute documentation necessary to vest fee simple title in MaineDOT. Prior to surrendering the property, but not later than sixty (60) days following receipt of MaineDOT's written notice of intent to reenter, the Town shall have the right, but not the obligation, to remove any Town-constructed improvements, at the Town's sole expense, subject to the condition that the Town shall restore the property in that event as nearly as practicable to its condition existing as of the date of the Governor's Deed. In the event the Town has not constructed any such improvements; the Town shall nonetheless restore the Premises to its condition as of the date of the Governor's Deed. This covenant shall

run with and bind the land, and the Town's successors and assigns shall be subject to the same.

d. The conveyance is subject to all above-ground and underground utility easements and installations, if any, located on the Premises, including but not limited to those shown on the above-referenced Plans and to those rights which any utility enjoys over the Premises for maintenance, if any, location or relocation of poles or other installations. The Town may relocate said easements and installations upon written approval by MaineDOT, which approval shall not be unreasonably withheld.

e. The Town, for itself, its successors and assigns, agrees that should it choose to extract groundwater from the Premises for human consumption, it shall do so at its own risk.

This Section 3 shall survive delivery and acceptance of the Governor's Deed.

#### **4. Due Diligence.**

4-1. The Town shall have forty-five (45) calendar days from the date of this Agreement (the "Due Diligence Period") to conduct and complete tests and other due diligence, including, without limitation, a site assessment, title examination, survey, environmental site assessment and geotechnical testing, and any other reasonable tests and examinations of the Premises to confirm that the Premises is suitable to satisfy the requirements hereunder and for the contemplated use by the Town. If the Town, in its sole discretion, is not satisfied with the results of any of the above referenced matters, then the Town may elect, by giving written notice to MaineDOT on or before the expiration of the Due Diligence Period, to terminate this Agreement. The Town shall furnish MaineDOT with copies of all reports, studies, assessments, test results and/or any other documents whatsoever related to the results of the Town's Due Diligence activities under this Section within five (5) days of the Town's receipt of such materials.

4-2. Between the date of this Agreement and the Closing, the Town and/or its representatives shall have the right to enter the Premises to perform the examinations listed in Section 4-1; provided, however, that (i) those persons performing such activities enter onto the Premises at their own risk of loss and harm; and (ii) the Town shall restore the Premises to its previous condition in the event of any significant disturbance as a result of such activities.

#### **5. Condition of the Premises.**

5-1. MaineDOT shall convey the Premises "as is, where is" with no warranties or representations about the condition or suitability of the Premises for a particular purpose or as to the marketability of title.



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## **6. Town Approval.**

6-1. The Town represents that the obligations of the Town set forth in this Agreement, including without limitation the indemnification provisions set forth in Section 8, have been approved at a town meeting for the Town of York and that it is a valid and fully binding obligation upon the Town.

## **7. Representations.**

7-1. The Town acknowledges that it has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. Except as otherwise provided in this Agreement, the Town hereby expressly waives any claims against MaineDOT for any matters of public record or matters which a physical inspection of the Premises would reveal. This Section shall survive the delivery and acceptance of the Governor's Deed.

7-2. MaineDOT represents that there are the following underground storage facilities (UST) on the Premises: a 2500 gallon UST containing #2 fuel oil; a 6000 gallon UST containing diesel fuel (state registration number 8046); and an underground storage tank for drainage.

7-3. MaineDOT shall be responsible for discharging (i) any mechanic's and materialman's liens of any description against the Premises, including, without limitation, resulting from MaineDOT's activities on the Premises either prior to or after the date of the conveyance (except with respect to any liens arising as a result of Town's activities on the Premises), (ii) tax liens, (iii) such other matters as MaineDOT has agreed, or is obligated, to remove under this Agreement, and (iv) any other encumbrances of any kind whatsoever on the Premises arising after the date of this Agreement. MaineDOT agrees to execute an Owner's Affidavit for the Town's Title Insurance Company certifying as to no mechanic's liens or parties in possession. MaineDOT reserves the right to contest the validity of any such lien so long as MaineDOT causes such lien to be released on the record. This obligation shall survive the delivery and acceptance of the Deed.

## **8. Environmental; Indemnification by Town.**

8-1. MaineDOT makes no representations or warranties about the environmental condition of the Premises, including but not limited to the presence of hazardous waste, toxic materials, or any other condition or substance that may support a claim under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement.

8-2. As of the date of transfer of the Premises, the Town agrees to defend, indemnify and hold MaineDOT, its officers, agents and employees, harmless from any claim, liability, loss, cost, expense, fine, penalty, response, clean-up, remediation activities, judgment, award, order, assessment, or other damage, including but not limited to reasonable

attorney's fees, arising out of or attributable to the presence of Hazardous Substances on or from the Premises during the Town's ownership, occupation and/or use thereof that are known or should have been discovered through the Town's Phase II Environmental Site Assessment.

8-3. "Hazardous Substances" shall mean any (i) element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; (ii) petroleum and its refined products; (iii) polychlorinated biphenyls ("PCBs"); (iii) any substance exhibiting a hazardous waste characteristic including but not limited to corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; (iv) any asbestos-containing materials; (v) manufactured products containing Hazardous Substances; and (vi) any lead-based paint.

8-4. "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, as amended; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 *et seq.*; and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of the environment.

8-5. Notwithstanding anything to the contrary set forth in this Agreement, this section shall specifically survive the delivery and acceptance of the Deed and payment of the Purchase Price.

#### **9. Other Conditions.**

9-1. The transaction contemplated by this Agreement shall be subject to approval by the Commissioner of the Department of Transportation and the Governor of the State of Maine.

#### **10. Risk of Loss.**

10-1. Until delivery of the Governor's Deed from MaineDOT to the Town, risk of loss or damage to the Premises shall be on MaineDOT.

#### **11. Fees, Costs and Transfer Taxes.**

11-1. The Town agrees to pay all Registry of Deeds recording fees.

11-2. MaineDOT and the Town are exempt from transfer tax.

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## **12. Default.**

12-1. In the event that either the Town or MaineDOT is unable to perform their respective obligations, then the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

## **13. Disclosure of Brokers.**

13-1. MaineDOT and the Town represent that no brokers, agents or consultants have been employed with respect to the transaction that is the subject of this Agreement.

## **14. Waiver.**

14-1. No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

## **15. Notices.**

15-1. Any communications, requests, or notices required or appropriate to be given under this Agreement shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested with the United States Postal Service); or (b) sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

To MaineDOT:      Maine Department of Transportation  
                             State House Station 16  
                             Child St.  
                             Augusta, ME 04333-0016  
                             Attention: Julia Picard, Property Manager

To the Town:        Town of York  
                             186 York St.  
                             York, ME 03909  
                             Attention: Steve Burns, Town Manager

## **16. Capacity.**

16-1. Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, that each such party has obtained all necessary consents and approvals to lawfully perform its obligations under this Agreement and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the



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performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which it is bound and, at the Closing, each party shall furnish to the other party and to the Town's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

**17. Recitals.**

17-1. The statements contained in the Recitals section of this Agreement are true and correct and are incorporated herein by reference.

**18. Governing Law.**

18-1. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

**19. Expenses.**

19-1. Regardless of whether the transactions contemplated pursuant to this Agreement are consummated, each party hereto, unless this Agreement expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Agreement, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

**20. Successors and Assigns.**

20-1. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

**21. Entire Agreement and Survival.**

21-1. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement. The covenants, agreements and representations made by the parties and contained in this Agreement shall survive the Closing.

**22. Counterparts.**

22-1. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.


[SIGNATURES ON FOLLOWING PAGE]

MaineDOT/Town of York  
Page 7 of 12



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first above written by their respective duly authorized representatives.

**STATE OF MAINE  
Department of Transportation**



By: Dale Doughty  
Bureau of Maintenance and Operations Director,  
duly authorized

**TOWN OF YORK**



By: Stephen H. Burns  
Its: Town Manager

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**EXHIBIT A**  
**Legal Description**  
**State of Maine to Town of York**

A certain lot or parcel of land situated in the Town of York, County of York, and State of Maine, as shown on a Maine Department of Transportation Right of Way plan entitled "Maine State Highway Commission, Right of Way Map, State Highway "A", York, York County, Land Acquired from Sally M. Cook" dated July 1952 and February 2018, on file in the Augusta Office of the Maine Department of Transportation, S.H.C. File No. 16-85 and recorded in the York County Registry of Deeds in Plan Book 22, Page 84 (the "Plan"), and further described as follows:

"Beginning at a point in the present northwesterly line of State Highway "A" as established September, 1937 at the southeasterly end of a stone wall nearly opposite the Little River Road, so called, which was also known as Old County Road, leading from State Highway "A" (U.S. Route 1) to York Village;

Thence southwesterly along the northwesterly line of State Highway "A" as established September, 1937 a distance of about fifteen hundred sixty-three (1563) feet to a point in the northeasterly line of other land of Grantor which is known as "The Tenney Pasture Lot;"

Thence N. 40° 00' W. four hundred twenty-four (424) feet, in part along a stone wall to land now or formerly of Paul Scammon;

Thence N. 45° 00' E. about seven hundred forty-five (745) feet to an angle point in a stone wall at the most easterly corner of land now or formerly of said Scammon;

Thence N. 43° 00' W. eleven hundred sixty-eight (1168) feet, in part along a stone wall and passing through a monument on a ledge, and another monument, to an angle point in a stone wall which is the most northerly corner of land of the aforesaid Paul Scammon;

Thence N. 5° 00' E. along a stone wall two hundred (200) feet to an angle point;

Thence northeasterly by a direct course and partly by a stone wall six hundred thirty (630) feet to an angle point in said wall;

Thence S. 43° 00' E. and mostly along a stone wall nineteen hundred ten (1910) feet to the point of beginning, this last-described course being along other land of the Grantor known as the Emerson Pasture Lot."

The above-described lot or parcel of land contains approximately 40 acres and is the same as described in a Warranty Deed from Sally Moody Cook to the State of Maine,

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dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215.

**SUBJECT** to a utility easement from the State of Maine to Central Maine Power Company dated March 4, 1970 and recorded March 11, 1970 and in said Registry of Deeds in Book 1866, Page 295.

**EXCEPTING AND RESERVING** from the above described parcel a certain lot or parcel of land containing approximately 2 acres located on the westerly side of U.S. Route 1 directly opposite the intersection of Old Post Road with said U.S. Route 1 and being more particularly described as follows:

“Beginning on the westerly side of U. S. No. 1 at a hub driven in the ground at a point where a stone wall now stands and running southerly along the westerly side of Route No. 1 about four hundred eighteen (418) feet more or less to a hub; thence turning and running at right angles approximately two hundred and nine (209) feet more or less, in a westerly direction, to a hub; thence turning and running at right angles in northerly direction and parallel to the first named course four hundred eighteen feet (418) to a hub; thence turning and running at right angle in an easterly direction, and parallel with the second named course about two hundred and nine (209) feet to the point of beginning, containing two acres more or less and being land in the Bridges Pasture, so-called.”

The above described excepted parcel was conveyed by Sally M. Cook to Helen D. Roberge by Warranty Deed dated November 27, 1950 and recorded in the York County Registry of Deeds in Book 1047, Page 535.

**FURTHER EXCEPTING AND RESERVING** a certain lot or parcel of land located on the northwesterly side, but not adjacent to, U.S. Route 1, hereafter known as the “Tower Lot” being more particularly bounded and described as follows:

Beginning at an intersection of stone walls at an easterly corner of land now or formerly of White Pine Ridge Homeowners Assoc. as recorded in said Registry of Deeds in Book 15024, Page 824, and also being a westerly corner of land now or formerly of the State of Maine hereinbefore described. Said stonewall intersection being located about 530' more or less northwesterly from U.S. Route 1;

THENCE N 37°10'43" E through the land of said State of Maine 210.44' to an #5 rebar with cap stamped “NCS, INC PLS 1314” being the TRUE POINT OF BEGINNING;

THENCE N 52°37'17" W along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped “NCS, INC PLS 1314”;



THENCE N 37°22'43" E along the remaining land of said State of Maine 60.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE N 52°37'17" E along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 37°22'43" W along the remaining land of said State of Maine 60.00' to the TRUE POINT OF BEGINNING. The above described parcel contains 7,800 s.f. or 0.18 acres, more or less.

The basis of bearing for the above described parcel is State Plane NAD83 1802-Maine West.

The above described Tower Lot is **SUBJECT** to the terms of a State of Maine Interagency Agreement between the Department of Transportation and the Department of Administrative and Financial Services/OIT, dated July 19, 2010 on file at the Maine Department of Transportation in Augusta.

**ALSO, RESERVING** to the State of Maine, its successors, heirs and assigns, a twenty-five (25) foot wide access easement from U.S. Route 1 to the northwesterly sideline of the above described Tower Lot as shown on the Plan, including the right to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from U.S. Route 1 to the above described Tower Lot.

**FURTHER EXCEPTING AND RESERVING** a lot or parcel of land as shown on a revised Right of Way Map entitled "Maine State Highway Commission, Plan of Proposed Relocation State Highway "A", York, York County" dated September 1937, F.A.P. No. 87-A, Sheet 2 of 3, S.H.C. File No. 16-43, hereafter known as "Reserved Right of Way" bounded and described as follows:

BEGINNING AT A POINT on the southwesterly corner of land as first described above and the southeasterly corner of land formerly of Sally M. Cook and formerly known as "The Tenney Pasture Lot". Said point being 46 feet, more or less, northwesterly from and as measured along a line normal to the State Highway "A" (U.S. Route 1) Survey Base Line at Station 80+75, more or less;

THENCE northwesterly adjoining the southeasterly sideline of said Cook a distance of 14 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line a Station 80+73 more or less;

THENCE northeasterly along a line and crossing the land of State of Maine a distance of 804 feet, more or less, to a point, said point being 60 feet northwesterly from and as measured along a line normal to said Base Line at Station 89+00;

THENCE northeasterly along line, parallel with the said State Highway "A" (U.S. Route 1) Base Line and crossing the land of said State of Maine a distance of 380 feet, more or less, to a point on the southwesterly line of land formerly of Sally M. Cook, (1952) Helen M. Roberge (Part of Bridges Pasture). Said point being 60 feet northwesterly from and as measured along a line normal from said baseline at Station 92+80, more or less;

THENCE southeasterly adjoining the southwesterly line of said Cook a distance of 19 feet, more or less, to a point on the northwesterly right of way line of State Highway "A". Said point being 40 feet northwesterly from and as measured along a line normal from said Base Line at Station 92+49, more or less;

THENCE southwesterly adjoining the northwesterly State Highway "A" right of way line a distance of 99 feet more or less to a point; said point being 40 feet northwesterly from and as measured along a line from said Base Line at Station 91+50;

THENCE southwesterly adjoining said right of way line a distance 100 feet, more or less, to a point, said point being 45 feet northwesterly from and as measured along a line from said Base line at Station 90+50;

THENCE southwesterly adjoining said right of way line a distance of 390 feet, more or less to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.T. Station 86+60.3;

THENCE southwesterly along a non-tangential curve to the right, adjoining said right of way line, having a radius of 955.37 feet and an arc distance of 328.02' to a point, said point being 60 feet northwesterly from and as measured along a line from said Base Line at P.C. Station 83+10.3;

THENCE southwesterly adjoining the said right of way line a distance of 239 feet, more or less to the point of beginning.

Said lot or parcel of land containing approximately 0.82 acres adjoins State Highway "A" (U.S. Route 1) and is excepted and reserved by the State of Maine for right of way purposes.

MAINE DOT PROPERTY OFFICE  
RECEIVED

MAR 08 2019

MaineDOT/Town of York  
Page 12 of 12

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State of Maine Interagency Agreement  
Tower Inholding

**STATE OF MAINE  
INTERAGENCY AGREEMENT  
FOR YORK (DOT) LOT  
(ADJACENT TO U.S. ROUTE 1)  
BETWEEN TRANSPORTATION & OIT**

This Agreement, entered into this 19 day of July, 2010, is between the Maine Department of Transportation (hereafter referred to as "**DOT**") and the State of Maine, Department of Administrative and Financial Services, Bureau of General Services on behalf of Office of Information Technology (hereafter referred to as "**OIT**") pursuant to 5 MRS §1742, sub-§19-B.

In consideration of the mutual benefits and obligations, terms and conditions, set forth below, the parties agree as follows:

- 1. PREMISES SUBJECT TO THIS AGREEMENT.** A certain lot or parcel of land, being a Tower Agreement Area, located on the northwesterly side of, but not adjacent to, U.S. Route 1, in the Town of York, County of York, State of Maine, being more particularly bounded and described on "Exhibit A" and show on "Exhibit B" attached hereto (hereinafter the "Premises"). The Premises is located on a portion of DOT's York maintenance lot as described in a deed to the State of Maine dated July 30, 1952 and recorded in the York County Registry of Deeds in Book 1219, Page 215 (the "DOT Maintenance Lot").
- 2. RIGHT TO OCCUPY.** DOT hereby grants to OIT the right to occupy the Premises for the purpose of installation and operation of a communications facility, including a telecommunications tower, antennas, equipment shelters, and related communications equipment in accordance with the terms of this Agreement.
- 3. RIGHT OF ACCESS TO PREMISES.** DOT further grants to OIT, the right of ingress/egress to, over and across the land of the State of Maine from U.S. Route 1 to the Premises, and the right to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from U.S. Route 1 to the Premises. The location of such access for ingress/egress and utility installations shall be determined by MaineDOT in its discretion.
- 4. OTHER RIGHTS UNDER THIS AGREEMENT.** The parties acknowledge and agree that OIT: may use the existing 120' tower; retain the right to erect a new tower on the Premises with a height to be determined by OIT at a location mutually agreed upon by both parties and in compliance with local, state, and federal ordinances and regulations; that OIT shall have the right, but not the obligation, to construct a new building on the Premises; and that OIT shall have the right to locate communications equipment in the building and on the tower. A security fence consisting of chain link or similar but comparable construction may be placed around the perimeter of the tower and building. OIT retains the right to place any governmentally owned radio transmitter, receiver, or ancillary equipment, on the tower, in the building, or associated structures, without additional permission from DOT. OIT will mitigate any electronic interference caused by the system as required by F.C.C. regulations.
- 5. ACCESS.** Pursuant to Paragraph 3, above, OIT shall have access to the Premises including the right to pass and repass, with motor vehicles, or on foot to the Premises. OIT shall avoid passing with motor vehicles over underground tanks and septic systems. The site may be used by OIT only for construction, installation, operation, replacement, maintenance, repair and removal (collectively, "Operations") of an



unmanned communications facility and uses incidental thereto including all necessary appurtenances, including required antennas, antenna support structures, equipment shelters, power supplies, grounding systems, and necessary interconnections. Said use shall be conducted in accordance with the terms of this Agreement and prevailing standards and criteria established by the applicable governing agencies and without creating or causing to be created, hazards to the public safety.

**6. NO OTHER USE WITHOUT WRITTEN CONSENT.** OIT agrees not to use the Premises for any other purpose, including commercial communications, without the specific prior written permission of the DOT, at its discretion.

**7. SITE ACCESS AND INSPECTION.** OIT shall have access to its facilities and equipment at the site for ordinary operation and maintenance activities (7) seven days a week (24) hours a day.

**8. GOVERNMENTAL APPROVALS.** OIT shall be responsible for obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, and shall be solely responsible for any violations thereof.

**9. MAINTENANCE AND REPAIRS FACILITIES.** OIT may engage a contractor to install its equipment on OIT's infrastructure. DOT shall be coinsured with OIT if any insurance is provided by the contractor. OIT shall provide adequate advance notice to DOT of construction and repair work which is of a non-routine and non-emergency nature.

**10. UTILITIES.** OIT has the right at its sole cost and expense to obtain and connect to telecommunications and electrical service from any utility company that provides or is willing to provide such service to the Premises.

**11. REMOVAL OF EQUIPMENT AND STRUCTURES.** OIT must give adequate advance written notice of the removal method before any structures or improvements are removed from the Property.

**12. RESTORATION OF DAMAGED PROPERTY.** OIT at its sole cost and expense, will restore in a good and workmanlike manner all MaineDOT property which is damaged or disturbed by OIT's activities pursuant to this Agreement. Such property shall be restored to its condition prior to the damage or disturbance.

**13. SALE OF THE DOT MAINTENANCE LOT.** In the event of a sale or conveyance of the DOT Maintenance Lot, DOT shall except and reserve from such sale or conveyance the Premises and all rights granted under the terms of this Agreement.

**14. NOTICES and APPROVALS.** All notices under this Agreement must be in writing and will be deemed validly given if sent by overnight delivery by commercial courier or regular certified mail, return receipt requested, effective the next business day following the overnight courier's receipt from the sender or the third day following the date the notice is postmarked if sent by certified mail. Notices will be addressed as follows:

Maine Department of Administrative & Financial Services, Bureau of General Services  
77 State House Station, Augusta, ME 04333-0077  
Attention: Director

Maine Department of Administrative & Financial Services, Office of Information Technology  
145 State House Station, Augusta, ME 04333-0145  
Attention: Chief Information Officer

Maine Department of Transportation  
16 State House Station Augusta, Maine 04333-0016  
Attention: Chief Engineer

Either party may change the designated recipient of notices and the address by notifying the other party in writing.

**15. GOVERNING LAW.** This Agreement will be governed by and construed under the laws of the State of Maine, and applicable federal, state and local rules and regulations.

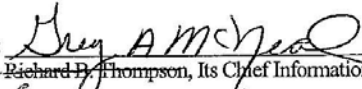
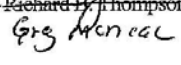
**16. TERM, TERMINATION, AND RENEWAL OF AGREEMENT.** This Agreement will remain in effect for a term of 40 years and may be extended for an additional 40 years upon the express written agreement of both parties.

**IN WITNESS WHEREOF, DOT and OIT** have caused their duly authorized representatives to execute this Interagency Agreement. This Interagency Agreement shall be effective the date last signed below.

STATE OF MAINE  
Department of Transportation

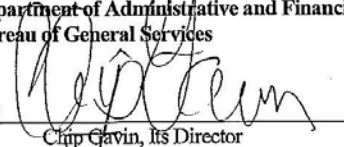
By:   
Dale Doughty, Director  
Bureau of Maintenance & Operations

STATE OF MAINE  
Department of Administrative and Financial Services  
Bureau of General Services  
Office of Information Technology

By:   
Richard B. Thompson, Its Chief Information Officer  


APPROVED:

STATE OF MAINE  
Department of Administrative and Financial Services,  
Bureau of General Services

By:   
Chip Gavin, Its Director

**Exhibit A**  
(7,800±)

A certain lot or parcel of land, being an Tower Agreement Area, located on the northwesterly side, but not adjacent to, Route 1, in the Town of York, County of York, State of Maine, being more particularly bounded and described as follows:

STARTING at an intersection of stonewalls at an easterly corner of land N/F of White Pine Ridge Homeowners Assoc. as recorded in Deed Book 15024, Page 824, York County Registry of Deeds (YCRD), and also being a westerly corner of land N/F of the State of Maine as recorded in Deed Book 1219, Page 215 YCRD. Said stonewall intersection being located about 530' more or less northwesterly from Route 1;

THENCE N 37°10'43" E through the land of said State of Maine 210.44' to a #5 rebar with cap stamped "NCS, INC PLS 1314" being the TRUE POINT OF BEGINNING;

THENCE N 52°37'17" W along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE N 37°22'43" E along the remaining land of said State of Maine 60.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 52°37'17" E along the remaining land of said State of Maine 130.00' to a #5 rebar with cap stamped "NCS, INC PLS 1314";

THENCE S 37°22'43" W along the remaining land of said State of Maine 60.00' to the TRUE POINT OF BEGINNING.

The above described parcel contains 7,800 s.f. or 0.18 acres more or less.

Meaning and intending to describe a Tower Agreement Area being a portion of the land of the State of Maine, dated July 30, 1952 and recorded in Deed Book 1219, Page 138 YCRD.

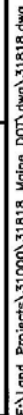
The basis of bearing for the above described parcel is State Plane NAD83 1802-Maine West.

The above described parcel is shown on a site plan survey prepared for the Office of Information Technology, Radio Project Office, by Northeast Civil Solutions, Inc., dated December 22, 2009.

Also granting to the above tower agreement area, the benefit of an ingress/egress easement to, over and across the land of the State of Maine from Route 1 to the above described property.

Also granting to the above tower agreement area, the benefit of a utility easement(s) to install, construct, operate, improve, expand and maintain utilities in, over and under the land of the State of Maine from Route 1 to the above described property.

CAI State Laptop\TOWER SITE FOLDERS\York MDOT\Survey\Survey Exhibits 1 08 2010 & Plans\Letter head legal description lease area 1-8-2010.doc




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## Memo About Town Acquisition



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## MEMO

**TO:** Property File – 810 US Route One  
**FROM:** Stephen H. Burns, Town Manager   
**DATE:** April 26, 2018  
**RE:** Town Acquisition of 810 US Route One



At 1:30 PM today I signed the paperwork and made payment of \$625,000 to the State of Maine, and the Town took possession of the 40+/- acres of land at 810 US Route One. This property has been the MDOT Maintenance Facility known as the York Camp. Over the course of time, this site will evolve into the new home of York's Department of Public Works. The site currently has 3 buildings with approximately 16 heated garage bays, a salt shed, a diesel fuel facility and ancillary other improvements. The State will retain a communications tower in the middle of this property, along with associated utility easements.

While new facilities for DPW have not been a short-term priority, this acquisition was triggered by a unique opportunity to acquire the property from the State before it went on the open market. The Town was given the opportunity to purchase the property, and it was a policy question of either seizing the opportunity or letting it pass. The opportunity was seized.

The concept of the State selling off this property arose in the summer of 2015, as MDOT initiated the process of adding 10 miles of US Route One to York's Urban Compact. This transfer of maintenance responsibilities to the Town negated the State's need for this facility. The initial discussions were informal, and the price concepts were based on a broker's price opinion. Most communication was by phone and e-mail, and nothing formal was offered or accepted. The Board of Selectmen took an initial vote to express interest in acquisition on September 21, 2015. The decision was to seek 32 of the 40 acres, leaving the southern leg along Route One to the State. There was discussion with the York Water District about them acquiring the remaining 8-acre piece directly from the State, with an access and utility easement across the existing site driveway.

The State acquired a formal property appraisal from the Maine Valuation Company, and this document is dated March 31, 2016. This is the appraisal on which the State based its offer price. A formal offer was sent by MDOT to the Town in a letter dated October 3, 2016. The price was \$1M without any deed restrictions, or \$625,000 with restrictions to limit future use of the property to governmental purposes.

During this timeframe, the Town and the US Securities and Exchange Commission were addressing past bond-issuance practices of the Town, and there was an intensive internal

*Page 1 of 4*



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dialogue occurring about bond funding for projects and the implications for re-sale or non-governmental use. If the purchase was bond-funded, this would be an issue. In the early months of 2017, the Board of Selectmen and Budget Committee agreed to purchase the property for cash, with the purchase price to be taken from the Town's fund balance. There are no bond-related limits on this property.

The second part of the decision reached jointly by the Budget Committee and Board of Selectmen was to acquire the property at the lower price of \$625,000 but subject to the deed restrictions proposed by the State. The restriction is essentially that the land is to be used for government purposes, and that if it is not then the State must be made whole. The value at the time of a triggering event would be determined by a new appraisal, then the amount paid by the Town would be subtracted from this value to determine the amount to be paid to the State. A key point of uncertainty here was what about use by, for instance, the York Water District. The Town's position, based on the language of the approved deed, is that the York Water District is a government use and therefore sale of a portion of the property to the District wouldn't be a triggering event. The State's position has been the Town is the government use and the Water District isn't, and they further believe this is for transportation use only. This is a potential battle for another day.

Voters approved the purchase of the property from the State of Maine at the May 20, 2017 Budget Referendum. This was ballot article 52, which passed 1,623 for versus 701 against.

In doing its due diligence, the Town hired SRW Environmental Consulting LLC to completed a Tier 1 environmental review of the property. This was approved by the Board of Selectmen on June 12, 2017, and it was completed on August 22, 2017. Based on the findings of the Tier 1 review, a Tier II environmental review was completed by SRW. This was approved by the Board of Selectmen on August 28, 2017, and it was completed on October 29, 2017. Very minor soil contamination was found at the outfall of an improper floor drain, but no major contamination issues were identified.

On February 26, 2018, the Board of Selectmen voted to direct me to execute a proposed Memorandum of Understanding for the purchase of this property. This document was executed by the State and Town as of March 6, 2018.

The property transfer was completed at 1:30 PM on Thursday, April 26, 2018 in the Town Manager's office. The deed will be recorded in the York County Registry of Deeds on April 27<sup>th</sup> by the Town staff.

The property was added to the Town's insurance policy effective April 24, 2018. The Public Works Department will now transfer utility billing for this property from the State over to the Town. The Department will also complete the required process to file the Underground Oil Storage Facility Change of Ownership Notification Forms with the Maine DEP. Finally, the Department will change the signage to let everyone know this is now Town property. An old V-snowplow blade will be repainted and placed along the road frontage, as is tradition for such facilities.

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And what is the future likely to hold in store for this property? Nobody knows for certain, but these are some of my thoughts based on discussions that have taken place in the past few years.

There are likely to be some short-term, low cost improvements in the very near future. The Department of Public Works will hire an engineering firm to prepare a high-level concept plan for the buildout of public works facilities on this site. This is the most important initial action so we can better understand options. We will also likely change over building lighting to LED lighting, and paint the interior of the buildings a light color (two of the three need this).

In subsequent rounds of the Capital Budget, look initially for two proposals in the coming five years. First, develop new gasoline and diesel fuel facilities for the Town. The old system would be eliminated and the underground tank removed. The new facilities should be sized to facilitate bulk fuel purchases, and this should facilitate cooperative fuel purchases for Town, School and interested utility districts. (By school, this means publicly owned vehicles, not the private school busses.)

Second, extend the public sewer main from the vicinity of Route One and Spur Road north to this site. This will be a cooperative project with the York Sewer District. The Town has already paid for an update to an old feasibility study for this extension. Public Sewer will be critical if the Town is to create a vehicle wash at this site, and to address other wastewater disposal in the likely event this property is added to the Urban Compact (and therefore MS4) in subsequent years.

Beyond this timeframe, there will need to be an overall plan for DPW. How do the pieces fit?

- The Beach Garage will be retained because of its proximity to the beaches. Its location saves a significant amount of driving time and vehicle mileage.
- The Chases Pond Road Facility, with 3 heated garage bays, large salt shed, and about 10 acres of land, will likely remain the primary DPW facility for the coming decade or so. Beyond that timeframe, I could envision this becoming more of a vehicle maintenance facility and less of a front-line highway maintenance facility. There would still be room for materials storage and there is a large salt shed in good repair, so these functions could be retained indefinitely. There is also a critical communications tower for the Town's overall radio system which should be retained or would need to be re-located.
- The facilities at 810 US Route One will be further developed over time. I anticipate:
  - A new full-size salt shed to replace the old, small salt shed.
  - A vehicle wash that would be capable of handling any Town vehicle, from plow trucks up through fire trucks. De-icing chemicals currently in use are rapidly deteriorating the condition of our vehicles and a vehicle wash could likely slow this process and extend the life of our vehicles (or improve their

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trade-in value). A cost-benefit study would certainly be in order before making this investment.

- Construct new ADA-compliant Department offices and crew quarters. This will also be the time to extend the Town's fiber network up to this site.
- Use the yard for staging space, materials storage, and possibly a Town snow dump.
- Possibly add more vehicle bays, heated or not.
- Possibly construct a new communications tower to replace the one at the Chases Pond Road facility, or to supplement the system generally. If this could be funded by a wireless communications company as the Town did for the new tower in York Beach then so much the better.
- Possibly sell some excess land to the York Water District or another party.
- Possibly acquire adjacent land, such as the property at the intersection of Route One and Old Post to gain site access at a traffic signal.