

SETTLEMENT AGREEMENT

WHEREAS, the First Parish Church, York, Maine (“Church”) is an independent local church pursuant to Title 13, Chapter 93, Subchapter 2 of Maine statute, with an address of 180 York Street, York, ME 03909; and

WHEREAS, the Town of York, Maine (“Town”) is a municipal corporation with a Town Hall located at 186 York Street, York, Maine 03909; and

WHEREAS, the Town and the Church wish to clarify title to certain real estate; and

WHEREAS, on July 28, 2019 the Church congregation voted to adopt the Town of York & First Parish Church Land Settlement dated July 11, 2019; and

WHEREAS, on November 5, 2019 the Town held a General and Special Budget Referendum at which the Town voted to approve the Town of York & First Parish Church Land Settlement dated July 11, 2019 and authorize the Board of Selectmen to implement said settlement.

NOW, THEREFORE, the Town and the Church agree as follows:

1. In exchange for the Town entering into this Agreement:
 - A. The Church quitclaims and releases to the Town all the Church’s right, title, interest, and claim, if any, in or to the following parcels of real estate:
 - i. Land under the current town hall and land for the proposed expansion of town hall and parking;
 - ii. Land under the Old Gaol; and
 - iii. Land under the Remick Barn, Jefferd’s Tavern, the Old School House, and adjacent parking areas.
 - B. In the event the Town ceases to exist as a municipal corporation, whatever real estate conveyed by the Church to the Town pursuant to this Agreement that is retained by the Town at that time shall be conveyed to the Church. The foregoing provision does not encumber or in any way limit the Town’s right to sell, convey, dispose, develop, or use in any way said real estate.
 - C. The Church shall make the First Parish Church Cemetery available to all Town residents, taxpayers, and their immediate families.
2. In exchange for the Church entering into this Agreement:
 - A. The Town quitclaims and releases to the Church all the Town’s right, title, interest, and claim, if any, in or to the following parcels of real estate:
 - i. Land under Church buildings, grounds and parking;

- ii. First Parish Cemetery;
- iii. First Parish Woodlands (land behind cemetery);
- iv. The Ramsdell House property (across from hospital entrance);
- v. The Old Burial Yard; and
- vi. The Emerson Wilcox House property.

B. In the event the Church or successor congregation ceases to exist, whatever real estate conveyed by the Town to the Church pursuant to this Agreement that is retained by the Church or successor congregation at that time shall be conveyed to the Town. The foregoing provision does not encumber or in any way limit the Church or successor congregation's right to sell, convey, dispose, develop or use in any way said real estate.

C. The Town shall produce, at its own cost, a boundary retracement survey of the real estate subject to this Agreement.

D. The Town shall produce, at its own cost, quitclaim deeds to effectuate the mutual releases of real estate described in Section 1(A) and 2(A) above.

3. The Town and Church shall execute a maintenance agreement for Town and Church Land in a form substantially similar to that attached as Appendix A.

4. The Town and Church shall execute cross-easements for utilities, parking, and access.

5. This Agreement represents the final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and discussions with respect thereto. This Agreement may not be amended except by a written instrument signed by the parties hereto or their respective permitted successors or assigns. This Agreement shall be governed by the laws of the State of Maine. Any dispute arising out of this Agreement shall be resolved through mediation and if mediation fails by binding arbitration. Copies of this Agreement are enforceable to the same extent as the original. **[The next page is the signature page.]**

WITNESS:

D. Z. Smith

First Parish Church, York, Maine

Janice Jonas
By Janice Jonas
Its Moderator
Dated: 7/1/2020

WITNESS:

D. Z. Smith

First Parish Church, York, Maine

Susan Mancinelli
By Susan Mancinelli
Its Clerk
Dated: July 1, 2020

WITNESS

D. Z. Smith

Town of York, Maine

Stephen Burns
By Stephen Burns
Its Town Manager
Dated: July 1, 2020
*Authorized by vote of the
Board of Selectmen on June 29, 2020*

Appendix A
MAINTENANCE AND USE AGREEMENT

This agreement (“Agreement”) is made as of _____, 2020 by **First Parish Church**, an independent local church pursuant to Title 13, Chapter 93, Subchapter 2 of Maine statute, with an address of 180 York Street, York, ME 03909 (“Church”), and the **Town of York**, Maine, a municipal corporation with a Town Hall located at 186 York Street, York, Maine 03909, (“Town”) with respect to real estate located in the Town of York, Maine.

1. **Property**. This Agreement shall apply to the property that is the subject of the July 11, 2019 Town of York & First Parish Church Land Settlement Agreement (the “Property”).

2. **Purpose**. The purpose of this Agreement is to provide for the maintenance and use of certain portions of the Property.

3. **Snow Removal**: The Town will maintain and provide snow removal on the Parish Loop Road and driveway.

4. **Grounds Maintenance**: The Town will provide maintenance, including mowing, of the Town Commons. The Church will maintain the Old Burial Yard.

5. **Street Lights**: The Town will maintain the street lighting on the Parish Loop Road.

6. **Electricity**: The Town will relocate the electrical box on the Town Commons. The Church and the Town will have the right to plug into the electrical box for events on the Town Commons.

7. **Use of Parking Lot**: The Church will have the right to use the existing gravel parking lot located behind Remick Barn and Jefferd’s Tavern on Sundays and during weddings, funerals and other Church events.

8. **Use of Town Commons**: If either party desires to use the Town Commons for an event, it shall obtain the other party’s permission (not to be unreasonably withheld) for use of that party’s portion of the Commons. The assessors are authorized to give permission for the Church. The Town Manager is authorized to give permission for the Town.

9. **Mutual Indemnity**. The Parties agree to indemnify and hold harmless the other, from and against any and all damages, liabilities, losses, expenses, claims and suits (including the cost of defending the same or enforcing this indemnity or Agreement, including reasonable attorneys’ fees) incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property arising from the indemnifying party’s acts or omissions related to this Agreement, or the exercise by the parties of the rights granted hereby or violation of the terms hereof. Nothing herein waives nor is intended to waive the immunities and limitations of liability available to the Town pursuant to the Maine Tort Claims Act, 14 M.R.S. §8101 et seq.

10. Covenant. This Agreement shall constitute a covenant running with the land and shall be appurtenant to, benefit, and burden the land interests of both Parties.

11. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

12. Amendment. This Agreement may be amended by a written instrument executed in recordable form and signed by the Parties.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

FIRST PARISH CHURCH

By:
Its:

STATE OF Maine
COUNTY OF YORK ss.

_____, 2020

Personally appeared the above named _____, _____ of
First Parish Church, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and
deed in his said capacity and the free act and deed of said Church.

Notary Public
Print Name: _____
Commission Expires: _____

THE TOWN OF YORK

By:
Its:

STATE OF Maine
COUNTY OF YORK ss.

_____, 2020

Personally appeared the above named _____, _____ of the Town of York, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in her said capacity and the free act and deed of said Town.

Notary Public

Print Name: _____

Commission Expires: _____