

# CENTER FOR ACTIVE LIVING

## 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.



January 17, 2021

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## CENTER FOR ACTIVE LIVING

Location: 36 Main Street.



Facility: The Center for Active Living is located in the back portion of this building and is the primary active use at this address at the time of writing. The Center for Active Living was formerly the Senior Center. The front portion of the building is mostly vacant, with the Police Department utilizing a minor portion of the space for equipment and bicycle storage for summer staff, and for storage for the Center for Active Living. There is also a Town emergency communications tower at the back of this property.

Historical Use: There are some unique issues associated with this property which warrant a write-up of the history of municipal uses here in order to document institutional knowledge about key policy issues.

This building was originally constructed in 1910 and 1911 as the York Beach Elementary School. An addition on the back of the original building was constructed in 1956. It remained in use as an elementary school through the 1976-1977 school year.

The Town was looking to move the Police Department and its communications center out of Town Hall. At the 1979 Town Meeting, in Article 69, voters rejected a proposal to renovate the DPW Beach Garage at 14 Rogers Road to become the Town's new police station. The Police Department with its communications center was moved to the front portion of the York Beach Elementary School building in 1981. It remained there until

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moving to Hannaford Drive in 2017. In the 1981 Town Report, Administrative Assistant Donald Cole wrote:

The year 1981 saw many changes for the Town of York. The old school in York Beach was renovated into new quarters for the Police and Senior Citizens, and the building was occupied in July. The Police Department and Communications Center obtained increased operating space in the front section of the complex while the Senior Citizens utilized the rear with a meeting room and dining facilities. This coming year, plans have been made to surface the parking area, and various groups have expressed interest in providing landscape.

The location of the Police Station in York Beach was not random. In 1977 the York Beach Village Corporation was dissolved and became part of the Town of York. The Village Corporation had its own police department, and the law that repealed the Village Corporation (L.D. 1809) imposed requirements on the Town specific to a police station in York Beach. In Section 4 of the legislation, it is established that, “the Town of York shall maintain and provide sufficient equipment and a physical facility at York Beach to be used as a base for police operations.” At the time of the merger, the Police Station was located in two rooms at Town Hall and there was a small space dedicated to the Police Department within the York Beach Fire Station. Finding an appropriate space for the Department was therefore focused in York Beach to satisfy the statute. A copy of the law and a map of the Village Corporation area are both included at the end of this report.

When the Police Department moved to its new facility on Hannaford Drive in 2017, it left the Village Corporation area. However, the Police Department still utilizes a portion of the former police station for its summer police officers and community service officers, primarily as a place to park and a building in which equipment and bicycles can be stored. Because of the statutory requirement, if this police use of the space is given up completely, either the law must be changed or another physical facility must be established within the confines of the former village corporation area. This could logically be accomplished at either the Long Sands Bathhouse or the York Beach Fire Station.

It is worth noting that the new police station was not originally intended to be located at the Hannaford Drive location, but instead was intended to be located on what is now Short Sands Road, just off Ridge Road, which would have satisfied the requirement to stay in the Beach.

At the back of the property is a Town-owned emergency communications tower, with surplus space available for commercial lease by wireless communications companies. The tower was constructed by Verizon for the Town of York with a height of 140' to

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facilitate communications needs of the York Beach Fire Department. The Police Department and its dispatch center were still located on this lot when the tower was initially constructed. The deal made for tower construction was to have Verizon construct the tower at its own expense, and the Town agreed to rent space at the 100' height to Verizon at half price until the cost was fully reimbursed. There is space available on this tower between the Verizon antennas and the emergency communications antennas which could be rented by other wireless communications carriers.

Property Acquisition: This property was acquired by the Town in four steps.

- The Town originally acquired land for the construction of the York Beach Elementary School in 1898.
- The Town acquired land located immediately behind the school in 1930. This acquisition was approved at the Town Meeting of March 10, 1930, through passage of Article 54. Minutes of the meeting read, "Moved and seconded that \$2,000 be raised to enlarge and grade the York Beach School lot. Motion carried."
- The York School District acquired the land behind the expanded parcel in 1956.
- In 1980, five years prior to its dissolution, the York School District transferred the portion of land it owned to the Town of York. This transfer unified ownership by the Town. Because the back parcels have no road frontage, requirements of the Zoning Ordinance cause the three parcels to be consolidated into one single lot.

Deed References:

- Book 493, Page 65 (1898 deed)
- Book 1291, Page 143 (1930 deed)
- Book 1321, Page 185 (1956 deed)
- Book 2664, Pages 167-168 (1980 deed)
- Communications Tower Lease Agreement (copy attached)
- Northern New England Telephone Operations LLC (copy attached)
- Central Maine Power Company (copy attached)

Deed Restrictions: The lot deeds referenced above indicate no restrictions.



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Survey and Monumentation: Associated with construction of the emergency communications tower, a boundary plan was prepared by Northeast Survey Consultants of Easthampton, Massachusetts. This boundary survey was certified by Daniel F. Stasz, PLS #2268, dated October 20, 2016.

Relationship to Bond Funds: There is one bond-funded project which impacts this property:

- Voters approved \$60,000 for re-paving of the parking lot at the Budget Referendum in May 2019 (see Article 61). This portion of the bond is scheduled to be paid off in August 2024.
- The five year Capital Program has a placeholder for future renovation of this building and it is anticipated the payments for those renovations will be financed over 20 years. Design and planning funds were allocated in the FY21 operating budget. To be clear, voters have not approved the capital expenditure at the time of writing (January 2021).

Land Use Permits & Approvals: The building file for this property has extensive permitting information for the communications tower, and has various minor building and plumbing permits for maintenance and for minor renovations and expansions.

Other Information:

- *MS4 Area.* The property is not currently located within the census-designated urbanized area and is therefore not subject to Municipal Separate Storm Sewer System (MS4) requirements of the Clean Water Act. However, the urbanized area boundary is the centerline of Main Street in front of this property so it seems likely that it will be added to the urbanized area in the future.
- *Access to 34 Main.* The owners of the neighboring lot, Ginny and John Matthews, at 34 Main Street, have for some years gained vehicle access to their back yard through the driveway on the Town property. Such access requires a parking space to be blocked off for access. Upon inquiry with John by the Town Manager in November 2020, John explained this was a long-standing gentlemen's agreement and that there is no easement or right-of-way. Being a municipal property, there can be no right of adverse possession. Physical access probably cuts across a corner of another lot at 1 Triple C Drive, owned by the Morans. As long as John and Ginny occupy the house at 34 Main this agreement will be

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honored as long as it does not hamper use of the Town's property, but there is no commitment beyond this.

- *What's in a Name?* There was some confusion about two entities that operated out of the Senior Center at 36 Main Street – the Town of York Senior Center and the York Senior Center Incorporated. The Town of York operated its Senior Center, which was a municipal facility with municipal staff and budget. There was a relationship of some sort with the independent, non-profit York Senior Center Incorporated. It appears that there was much overlap and confusion from the early years all the way up until there was a parting of ways a year or so ago. York Senior Center Incorporated is no longer affiliated with 36 Main Street and the Town re-named its facility as the Center for Active Living.

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## Property Deed

Original Acquisition by Town of York - 1898

169 174

Warranty Deed.

FROM  
Part of Map 23 Lot 19  
George W. & Richard B. Dalbey  
TO

The Inhabitants of the Town of York

DATED.....1898

YORK, ss.

Registry of Deeds.

Received.....Aug. 2.....1898,

at.....h. 15 m. P., M., and

recorded in Book 493 Page 65

ATTEST

John M. Leavitt  
Register.

FROM THE OFFICE OF

The Thurston Print, Portland, Me.

Let. J. C. Sturtevant

# Know all Men by these Presents, That

We George W. Talley and Richard F. Talley both of York in the County of York and State of Maine

in consideration of Eight hundred and twenty four dollars paid by the Inhabitants of the Town of York

the receipt whereof We do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said

Inhabitants of the Town of York, their Successors Heirs and Assigns forever, a certain parcel of land situated in said Town and lying on the northerly side of the County Road leading from York Beach, so called to Board Road, well and bounded and described as follows, to wit: Beginning at the southerly corner of the parcel of land now conveyed by said County Road and adjoining the land of the Owners, thence from said corner and County Road northerly two and one half (2 1/2) degrees west by said Owners other land, two hundred (200) feet to a hole driven into the ground by the stone wall, thence North thirty two (32) degrees East by other land of Owners other hundred and fifty (150) feet to a hole driven into the ground, thence South thirty and three fourths (30 3/4) degrees East by Owners other land, one hundred and fifty (150) feet to the County Road aforesaid, thence southerly by and along said County Road one hundred and fifty (150) feet to the point of beginning

To Have and to Hold the same, with all the privileges and appurtenances thereof, to the said

Inhabitants of the Town of York, their Successors Heirs and Assigns, to their use and behoof forever. And we do COVENANT with the said Grantee, their Heirs and Assigns, that we will lawfully seized in fee of the premises; that they are free of all incumbrances;

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our Heirs will WARRANT AND DEFEND the same to the said Grantee, their Successors Heirs and Assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said Grantors, and Julia E. Talley and Sarah F. Talley, wife of the said George W. Talley and Richard F. Talley in testimony of her relinquishment of her right of dower, and all other rights, in the above described premises, have hereunto set our hands and seals this twenty seventh day of June in the year of our Lord one thousand eight hundred and ninety eight

Signed, Sealed and Delivered in presence of Samuel W. Jenkins, George W. Talley, Richard F. Talley, Julia E. Talley, Sarah F. Talley, State of Maine, York, ss., June 29, 1898. Personally appeared George W. Talley and Richard F. Talley and acknowledged the above instrument to be their free act and deed.

Before me, Samuel W. Jenkins, Justice of the Peace.

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## Property Deed

Second Acquisition by Town of York - 1930

Part of Map 23207/9 ③④

10 June 1955

York Beach School Rock lot

**Warranty Deed**

FROM

John S. Paul

TO

The Inhabitants of the Town of York

Dated June 10 19 50

**State of Maine**

**YORK, ss.**

*Registry of Deeds*

Received APR 21 1955 19

at 9 h 30 m A M., and

recorded in Book 1291 Page 143

Attest:

Paul E. Towne

Register.

FROM THE OFFICE OF

Return to  
Stewart S. Hawkes  
Joseph Jr. Hawkes, York, Me.

MARTIN'S BUSINESS EQUIPMENT, 112 EXCHANGE ST., PORTLAND, ME.  
Office Machines, Supplies, Repairs Wood and Metal Furniture

Chg. 1.50

**Know All Men by These Presents, That**

I, John S. Paul of Michigam City, Indiana  
in consideration of one dollar and other valuable considerations  
paid by The Inhabitants of the Town of York in the County of York and  
State of Maine  
the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said The Inhabitants of the Town of York, their  
Heirs and Assigns forever.

A certain lot or parcel of land situated in said York, at York Beach, so-called, and lying on the Northwestorly side of the State Highway leading from York Beach to Cape Neddick and bounded and described as follows: Beginning at the Southeasterly corner of lot herein conveyed at the Southwestorly corner of the present York Beach Grammar School lot; thence running Northerly by said School lot one hundred fifty (150) feet to other land of the Grantor herein and the Northwestorly corner of said School lot; thence westerly by a line which is the projection of the Northerly side line of said School lot, one hundred (100) feet by other land of the grantor herein, to a corner at land of R. F. & G. W. Talpey; thence Southerly by land of said R. F. & G. W. Talpey, one hundred fifty (150) feet to a stone wall; thence Easterly by land of said R. F. & G. W. Talpey, one hundred (100) feet by said stone wall to the point of beginning.

*Talpey Lot.*

To Have and to Hold the same, with all the privileges and appurtenances thereof, to the said The Inhabitants of the Town of York, their Heirs and Assigns, to their use and behoof forever. And I do covenant with the said Grantee, their Heirs and Assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my Heirs will warrant and defend the same to the said Grantee and their Heirs and Assigns forever, against the lawful claims and demands of all persons. In Witness Whereof I the said Grantor, and Clara M. Paul wife of the said John S. Paul joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights, in the above described premises, have hereunto set our hand and seal this tenth day of June in the year of our Lord one thousand nine hundred and thirty.

Signed, Sealed and Delivered in Presence of

Ralph W. Hankins

John S. Paul  
Clara M. Paul

YORK, ss., June 10 1930 Personally appeared

John S. Paul

and acknowledged the above instrument to be his free act and deed.

Before me,

Ralph W. Hankins Justice of the Peace.  
Notary Public.



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## Property Deed

Third Acquisition by Town of York School District - 1956

Lot behind Police Bldg

Doug Braci

185

Book 1321

## Know all Men by these Presents, That

I, Mabel A. Donohue of York, in the County of York, and State of Maine,

In consideration of One Dollar (\$1.00) and other valuable consideration, <sup>paid by</sup>  
THE TOWN OF YORK SCHOOL DISTRICT, a body politic and corporate, located at York,  
in the County of York, and State of Maine,  
the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

THE TOWN OF YORK SCHOOL DISTRICT, its successors and assigns forever, a certain lot or parcel of land situated at York Beach, so-called, in said Town of York, on the Northwesterly side of the highway leading from York Beach to Cape Neddick, so-called, but not adjacent thereto, being a parcel of land directly in the rear of the York Beach School lot, so-called, bounded: Southeasterly by said York Beach School lot one hundred and fifty (150) feet; Southwesterly by land now or formerly of George A. Chase and Nellie L. Chase one hundred (100) feet; Northwesterly by other land of the Grantor one hundred and fifty (150) feet; and Northeasterly by other land of the Grantor one hundred (100) feet.

Being a portion of the premises conveyed to me by Richard F. Talpey and George W. Talpey, by two (2) deeds dated April 12, 1941, and recorded in York Registry of Deeds, Book 975, Page 460 and Book 975, Page 458.

To Have and to Hold, the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said THE TOWN OF YORK SCHOOL DISTRICT, its successors and assigns, heirs and assigns, to it and its heirs and assigns forever. And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Mabel A. Donohue, widow,

my hand and seal this twenty-fifth day of June have hereunto set  
one thousand nine hundred and fifty-six. in the year of our Lord

Signed, Sealed and Delivered  
in presence of

L. Orlo Williams

Mabel A. Donohue (seal)

State of Maine, County of York, ss.  
the above named Mabel A. Donohue

June 25, 1956

Personally appeared

and acknowledged the above instrument to be her free act and deed.

Before me, L. Orlo Williams Justice of the Peace.

Recorded according to the original received. July 26, 1956 at 9h. 10m. A.M.

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## Property Deed

Third Acquisition Transferred to Town of York - 1980

11548  
(101)

BOOK 2664 PAGE 167

**Know all Men by these Presents,**

**That** YORK SCHOOL DISTRICT, a quasi-municipal corporation organized under the Private and Special Laws of the State of Maine and having its place of business at York, County of York and State of Maine,

in consideration of One Dollar and other valuable considerations

paid by TOWN OF YORK, a municipal corporation established in York, County of York and State of Maine

~~and do hereby certify that the same is~~

the receipt whereof it does ~~do~~ hereby acknowledge, do/hereby remise, release, bargain, sell and convey and forever quit-claim unto the said Town of York, its successors and assigns,

~~and do hereby assign~~ forever,

a certain lot or parcel of land with the buildings thereon, situated in said York, at York Beach, and lying on the northwesterly side of State Highway number 1-A leading from York Beach to Cape Neddick, so-called, bounded and described as follows:

BEGINNING at the southeasterly corner of the lot or parcel herein conveyed at a point in the northwesterly sideline of said State Highway and at the northeasterly corner of land of John Frank Matthews, formerly of George Chase, thence North sixty-two and one half degrees West (N 62-1/2° W) by land of said Matthews and by land formerly of George W. and Richard F. Talpey, three hundred (300) feet to a corner; thence by land formerly of said Talpeys, North thirty-two degrees East (N 32° E) one hundred fifty (150) feet to land of the heirs of Mabel A. Donahue; thence by land of said heirs of Donahue, South sixty and three quarters degrees East (S 60-3/4° E) two hundred fifty (250) feet to said State Highway; thence southwesterly by said State Highway one hundred fifty (150) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed by this grantee to this grantor by deed dated April 28, 1956 and recorded in York County Registry of Deeds Book 1310, Page 162.

This conveyance was authorized by a unanimous vote of the York School District Trustees at a regular meeting held June 9, 1980.

Doc 2561 Page 168

To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging, to the said Town of York, its successors

and assigns forever.

And it do covenants with the said grantee, its successors, heirs and assigns, that it will warrant and forever defend the premises to the said grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, the said York School District has caused this instrument to be signed in its name and its corporate seal thereto affixed by the undersigned thereunto duly authorized.

WITNESSES

Notary Public

Witnessing in the presence of the said grantee, its successors, heirs and assigns, that it will warrant and forever defend the premises to the said grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me. this 9th day of June in the year of our Lord one thousand nine hundred and eighty.

Signed, Sealed and Delivered in presence of

YORK SCHOOL DISTRICT

Edw. J. W. Elburn  
Edw. J. W. Elburn  
Edw. J. W. Elburn  
Edw. J. W. Elburn  
Edw. J. W. Elburn

by: Donald Legro  
Donald Legro  
Clifford Estes  
Patten White  
Margaret McIntosh  
Benton Chandler

ITS TRUSTEES

State of Maine } ss.

June 9, 1980

Personally appeared the above named Donald Legro, Clifford Estes, Patten White, Margaret McIntosh and Benton Chandler

and acknowledged the above instrument to be their free act and deed, in their said capacity and the free act and deed of said corporation.

Before me,

Frank L. Hancock  
Justice of the Peace

York, ss.

Received JUN 13 1980 at 9h40m A.M.  
and recorded from the original

FROM THE OFFICE OF  
SENIOR STRATEGIC HANCOCK  
YORK, MAINE 03902

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## Boundary Survey



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## Communications Tower Lease Agreement (Verizon)



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## COMMUNICATIONS TOWER LEASE AGREEMENT

This Agreement, effective as of the later of the dates on which it is signed below (the "Effective Date"), is made by and between **The Inhabitants of the Town of York, Maine**, a body corporate and politic, located at York, in the County of York, and State of Maine, whose mailing address is 186 York Street, York, Maine, 03909, hereinafter designated LESSOR, and **Portland Cellular Partnership, d/b/a Verizon Wireless**, a Delaware general partnership with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party". The Parties make this Agreement with reference to the following facts, which are incorporated herein and made a part hereof by reference:

A. LESSOR is the owner of a police and public safety complex on a certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 36 Main Street, York, York County, Maine. The Property is more particularly described in the deed attached to this Agreement as Exhibit A. LESSOR requires a new telecommunications tower at the Property in order to conduct police and other public safety operations and business.

B. LESSEE is a wireless telecommunications carrier that desires to expand and strengthen its coverage and service in the vicinity of the Property.

C. LESSOR and LESSEE have agreed that it would further their respective interests if LESSOR were to permit LESSEE to (i) arrange and initially pay to construct and install a 140' lattice style communications tower (the "Tower") to be owned by LESSOR, (ii) lease space on and adjacent to the Tower for LESSEE's own wireless communications facility, and (iii) be reimbursed for the costs of the Tower through a rent abatement mechanism, all in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties, intending to be legally bound hereby, agree as follows:

### A. Construction Phase

The Parties intend for this Agreement to cover both the short term period of LESSEE's construction of the Tower as well as the long term period during which LESSEE will lease a portion of the Tower, and related rights required for LESSEE's wireless communications facility. For ease of reference and the convenience of the Parties, the Agreement is divided into two parts: the Construction Phase and the Operational Phase. The Construction Phase shall begin as soon as practicable after the Effective Date of this Agreement and the Operational Phase will begin on the Commencement Date (as defined in Section 3.a. of the Operational Phase portion of this Agreement). During the Construction Phase, the Parties undertake as follows:

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1.. Design and Engineering. LESSEE shall commission and arrange for the design, engineering, construction, and installation of the Tower, by its approved vendors. The Tower shall be designed and engineered to support, at a minimum, industry-standard (as of the Effective Date) equipment of up to four (4) commercial wireless carriers similar to LESSEE, plus the known, and reasonably foreseeable (as of the Effective Date) equipment requirements of LESSOR, based on TIA/EIA-222-G, ANSI's seventh revision for Steel Antenna Towers and Antenna Supporting Structures.

2. Location. The Tower shall be erected on that area of the Property described or depicted on Exhibit B attached to this Agreement.

3. Approvals. LESSEE shall assist LESSOR with applicable federal antenna structure registration requirements. LESSOR represents and warrants that no state or municipal permits or approvals are required for the Tower, or, alternatively, that LESSOR has or shall promptly procure any and all such permits or approvals as may be required in connection with the Tower. Notwithstanding the forgoing, the Parties agree that they shall cooperate reasonably together to apply for and obtain building permits for the project. Moreover, they agree that there shall be two separate applications and building permits for: (i) the Tower and surrounding compound, including landline telephone, power, and fiber utilities to, and the security fence surrounding, the Tower compound; and (ii) LESSEE's ground based equipment shelter and LESSEE's antennas on the Tower.

4. Selection and Use of Third Party Contractors. LESSEE's construction manager shall coordinate activities related to the design, engineering, installation, and construction of the Tower. Where commercially appropriate (as determined by LESSEE), or required by law (as advised by LESSOR), LESSEE, shall utilize a competitive bidding process to select contractors, agents, vendors, or other third parties to complete the project. Since LESSOR is the owner of the Property and will be the owner of the Tower, LESSEE will, to the greatest extent practicable, arrange for all third-party work product – including engineering drawings, plans, specifications, warranties, and the like – to run directly in favor of LESSOR.

5. Diligence Required; Timeframe. The Construction Phase shall be considered completed upon the Commencement Date of the Lease Term (defined below in the Operational Phase section of this Agreement.) During the Construction Phase, LESSEE shall diligently undertake and pursue the tasks assigned to it with regard to the design, engineering, construction, and installation of the Tower so that the Tower is completed and ready for installation of communications equipment and related appurtenances as expeditiously as possible.

6. Ownership. At all times and for all purposes the Tower, and all related materials – including, but not limited to, surveys, plans, engineering specifications, drawings, warranties, and the like – shall be the property of LESSOR and not of LESSEE. LESSEE shall prepare and deliver to LESSOR any and all documents of transfer, title, or the like, as may be required or convenient to document and evidence the forgoing. Accordingly, any lessee of the Tower or the Property shall be a tenant of LESSOR and any rent or payments from such lessees shall be fully payable to LESSOR, rather than LESSEE.

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7. Transfer of Town Equipment and Removal of Existing Tower. Following construction of the Tower, LESSEE shall arrange for the installation of LESSOR's equipment on the Tower. In coordination with LESSOR, LESSEE shall arrange a cutover of LESSOR's equipment from LESSOR's existing tower to the Tower. Lessor must have its equipment available for cutover and installation at the same time the Lessee is installing its equipment on the tower. Upon LESSOR's satisfaction with the installation and operation of its equipment on the Tower and at the direction of LESSOR, LESSEE shall decommission its installation of the existing tower and remove the existing tower.

8. Financing for Tower. LESSEE shall, in the first instance, pay for all costs and expenses associated with the design, engineering, permitting, construction, and installation of the Tower, including the compound surrounding the Tower (including the installation of a 10' by 12' fiberglass equipment shelter having a value of \$20,000.00 to be used and owned by LESSOR<sup>1</sup>), the cutover of LESSOR's equipment from the existing tower to the Tower; removal of the existing tower, related site work, foundation design and installation, utilities to the compound, the security fence surrounding the compound and all ancillary and related work. The total of all such costs and expenses shall be detailed in a final accounting to be prepared by LESSEE and presented to LESSOR, and referred to in this Agreement as the "Project Costs". For the avoidance of doubt, Project Costs shall not include any costs or expenses incurred by LESSEE in connection with the design, engineering, permitting, construction, and installation of the antennas, equipment shelter, and related components that LESSEE shall be permitted to install, maintain, and operate pursuant to Section 1 of the Operational Phase of this Agreement. LESSOR agrees that LESSEE shall be reimbursed for the Project Costs, over time, through a fifty percent (50%) abatement of rental payments due under the Operational Phase of this Agreement beginning with the first rental payment that would be due and continuing until the total abated monthly rental payments, or any portion thereof, equal the Project Costs. LESSOR shall have the option, at any time, of paying to LESSEE the full balance of the Project Costs remaining to be recouped. If LESSEE terminates this Agreement before full reimbursement of the Project Costs, it shall forfeit its right to recover the balance of the Project Costs remaining unreimbursed as of that time.

9. Tower Budget. As soon after the Effective Date as practicable, LESSEE shall prepare and deliver to LESSOR a budget detailing the estimated Project Costs (the "Budget"). The Parties acknowledge that the actual final Project Costs may differ from the Budget, but agree that LESSEE may not make or effect material changes to the Budget or the Project Costs stated therein without prior written notice to LESSOR. Further, the Parties agree that some items set forth in the Budget shall be determined by use of a competitive bidding process, as described above, and that once a winning bidder is selected the Budget shall be modified to insert the amount of the winning bid, and that such insertion shall not be considered a material change to the Budget of the kind that would require notice to LESSOR. LESSEE shall provide periodic summary accountings to LESSOR of actual Project Costs as reasonably requested from LESSOR

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<sup>1</sup> For the avoidance of doubt, the Parties acknowledge and agree that LESSEE's installation of an equipment shelter for LESSOR means that LESSEE will purchase the shelter, prepare a concrete pad for the shelter, and place the shelter on the pad, all in accordance with this Agreement and the approved plan. Once the shelter is so installed, LESSOR shall be responsible for bringing desired utilities to the shelter, equipping the shelter, etc.



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from time-to-time, and a detailed final accounting at the conclusion of the Construction Phase. Provided that LESSEE complies with all of its obligations under this Section, the final accounting of Project Costs, shall be final and binding, notwithstanding anything to the contrary in the Budget or any modification or amendment thereto.

10. **Transition to Operational Phase.** As soon as practicable after completion of the Tower, the compound surrounding the Tower, including the availability of utilities within the compound, and the cutover of LESSOR's equipment and removal of existing tower, LESSEE shall submit is application for a building permit for its shelter and antennas. The date of the issuance of the building permit to LESSEE for its shelter and antennas shall trigger the Commencement Date of the Lease (by the mechanism described in Section 3 below), and the Commencement Date shall mark both the end of the Construction Phase and the beginning of the Operational Phase, at which time the following provisions shall apply:

**B. Operational Phase**

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's Tower located at 36 Main Street, Town of York, York County, State of Maine, as shown on the Tax Maps of the Town of York as Map 23, Lot 19, and being further described in the deed recorded in the York County Registry of Deeds at Book 2664, Page 167 and Book 1321, Page 185, a copy of which is attached hereto as Exhibit A (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifteen foot (15') wide right-of-way extending from the nearest public right-of-way to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit B, attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility or similar service provider is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility or service provider at no cost to the LESSEE, provided that the location of an additional right-of-way on the Property is deemed feasible by LESSOR.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas, and appurtenances on LESSOR's Tower described in Exhibit C attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit D which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit B. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of twenty-four thousand dollars (\$24,000.00), subject to the fifty percent (50%) rent abatement contained in Section 8. of the Construction Phase above, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The lease term shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, for LESSEE's equipment shelter and antennas. In the event the date on which LESSEE is granted a building permit falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, then the lease term shall commence on the 1<sup>st</sup> of that month, and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the lease term shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date").

b. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

d. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall

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provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

e. Notwithstanding the forgoing, the Parties acknowledge and agree that LESSEE's obligation to pay rent shall be abated until such time as the amount of rent abated equals the final total Project Costs, defined above.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. During the initial term and all subsequent extensions under Paragraph 4 above, or Paragraph 6 below, the annual rental will increase on each yearly anniversary of the Commencement Date in an amount equal to three percent (3.0%) of the previous year's annual rent.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms, and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments, and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection

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with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas, and conduits of LESSEE shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its utilities, equipment, antennas and/or conduits, or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached hereto, with no increase in rent, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. If LESSEE terminates this Agreement before full reimbursement of the Project Costs, it shall forfeit its right to recover the balance of the Project Costs remaining unreimbursed as of that time.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury

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or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by fire insurance policies carried by the Parties. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises and the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,500,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence; or \$3,000,000 combined single limit coverage for bodily injury and property damage. LESSEE agrees that it will include the LESSOR as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. If LESSEE terminates this Agreement before full reimbursement of the Project Costs, it shall forfeit its right to recover the balance of the Project Costs remaining unreimbursed as of that time.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining its equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.



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14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of towers. If the LESSOR fails to make such repairs, including maintenance, the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, and at the cost and expense of solely LESSEE, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair, or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which

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existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures, and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna(s), fixtures and all personal property are completed.

17. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. **RIGHT OF FIRST REFUSAL.** If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within

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thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the Effective Date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State of Maine.



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24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of York  
186 York Street  
York, Maine 03909

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond

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applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not

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maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. If either Party so performs any of the other Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the other party, and shall be paid upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if the other Party does not pay the performing Party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, said amount due may be offset against or added to all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to the performing Party.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive,



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litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

32. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to

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the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. PRIOR AGREEMENT TERMINATED. LESSOR and LESSEE agree that this Agreement replaces the agreement between them dated May 21, 2013.

*(Signature page follows)*

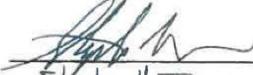


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IN WITNESS WHEREOF, the Parties hereto have signed below on the dates indicated, to be effective as set forth in the opening paragraph of this Agreement.

**LESSOR:**

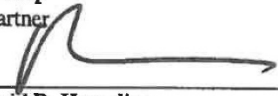
**THE INHABITANTS OF  
THE TOWN OF YORK**

By:   
Name: Stephen H. Burns  
Title: Town Manager  
Dated: Nov. 30, 2015

**LESSEE:**

**Portland Cellular Partnership  
d/b/a Verizon Wireless**

By: Cellco Partnership  
Its General Partner

By:   
Name: David R. Heverling  
Title: Area Vice President Network  
Dated: 12 11 15

The following Exhibits are attached hereto and incorporated by reference:

- "A" LESSOR's Deed to Property
- "B" Sketch of Premises within Property and location of the Tower
- "C" Permitted LESSEE Equipment
- "D" Survey (LESSEE's option)

Exhibit "A"  
(LESSOR's Deed to Property)

**Front Lot**

a certain lot or parcel of land with the buildings thereon, situated in said York, at York Beach, and lying on the northwesterly side of State Highway number 1-A leading from York Beach to Cape Neddick, so-called, bounded and described as follows:

BEGINNING at the southeasterly corner of the lot or parcel herein conveyed at a point in the northwesterly sideline of said State Highway and at the northeasterly corner of land of John Frank Matthews, formerly of George Chase; thence North sixty-two and one half degrees West (N 62-1/2° W) by land of said Matthews and by land formerly of George W. and Richard F. Talpey, three hundred (300) feet to a corner; thence by land formerly of said Talpeys, North thirty-two degrees East (N 32° E) one hundred fifty (150) feet to land of the heirs of Mabel A. Donahue; thence by land of said heirs of Donahue, South sixty and three quarters degrees East (S 60-3/4° E) two hundred fifty (250) feet to said State Highway; thence southwesterly by said State Highway one hundred fifty (150) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed by this grantee to this grantor by deed dated April 28, 1956 and recorded in York County Registry of Deeds Book 1310, Page 162.

This conveyance was authorized by a unanimous vote of the York School District Trustees at a regular meeting held June 9, 1980.

**Rear Lot**

THE TOWN OF YORK SCHOOL DISTRICT, its successors and assigns forever, a certain lot or parcel of land situated at York Beach; so-called, in said Town of York, on the Northwesterly side of the highway leading from York Beach to Cape Neddick, so-called, but not adjacent thereto, being a parcel of land directly in the rear of the York Beach School lot, so-called, bounded: Southeasterly by said York Beach School lot one hundred and fifty (150) feet; Southwesterly by land now or formerly of George A. Chase and Nellie L. Chase one hundred (100) feet; Northwesterly by other land of the Grantor one hundred and fifty (150) feet; and Northeasterly by other land of the Grantor one hundred (100) feet.

Being a portion of the premises conveyed to me by Richard F. Talpey and George W. Talpey, by two (2) deeds dated April 12, 1941, and recorded in York Registry of Deeds, Book 975, Page 460 and Book 975, Page 468.

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**Exhibit "B"**

**(Sketch of Premises within Property and location of the Tower)**

**LEASE EXHIBIT**



SHEET INDEX	
HWL PPL	DESCRIPTION
	TITLE SHEET
1-1	ISSUING CONDITIONS & ASSEMBLY PLAN
1-1	PLAN
1-1	SECTION
1-1	COMPONENT PLAN
1-2	ELEVATION

PROJECT SUMMARY	TOWN BOOTH NO.
SITE NAME	36 MAIN STREET
SITE ADDRESS	YORK, ME 03009
SCHOOL DISTRICT	RESIDENTIAL (R02-4)
ZONING JURISDICTION	TOWN OF YORK, ME
LATITUDE	N43° 10' 43.14"
LONGITUDE	W70° 35' 41.81"
PARCEL ID#	25-19
PROPERTY OWNER	TOWN OF YORK DEPT. OF PUBLIC WORKS YORK, ME 03009

**CONSULTANT TEAM**

**PROJECT ENGINEER**

HUGSON DESIGN GROUP, LLC  
BELLINGHAM 301 NORTH, SUITE 3000  
HIGHTS AMONGST, WA 98248  
TEL: (360) 735-3333  
FAX: (360) 735-0086

**SUPERVISOR**

WATKINS CONSULTANTS  
118 PLEASANT ST. SUITE 302  
BOSTON, MA 02107  
TEL: (617) 360-5144



DESCENDING TO STATE  
HEAD NORTHWEST ON GROVE ST. TURNING UNDERWOOD CT. TURN RIGHT  
ON UNDERWOOD CT. ON GROVE ST. TURN LEFT ON WILSON ST. TURN  
LEFT ON WILSON ST. TURN LEFT ON WILSON ST. TURN LEFT ON WILSON ST.  
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TO LORRELL AVENUE ONTO 160 N. CONTINUE ONTO 160 N. VAN NORD  
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SUBMITTALS			
QTY.	UNIT	DESCRIPTION	BY
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99	sq/ft/ps	PAVED DRIVE	BY
100	sq/ft/ps	PAVED DRIVE	BY

YORK BEACH ME  
 SIZE 10-12

RECEIVED  
MAY 1964

YORK, ME 03909

TITLE SHEET

1000

T 1  
SCIENTIFIC EDITION

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Exhibit "C"  
(Permitted LESSEE Equipment)

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

Total Number of antennas:	12 panel antennas
Number of lines:	18 coaxial 3 Hybri-flex
RRH's/ Junction Boxes:	12/ 3
Height of Antenna(s) on Tower:	approximately 100' centerline
Dish Antenna:	One dish antenna, up to 4' diameter, with coax cable, at height TBD

GROUND SPACE

12' x 30' Lease area

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After recording, please return to:  
SML # 88018  
McLane Law Firm  
900 Elm Street  
Manchester, New Hampshire 03105

**Memorandum of Lease**

Notice of the following Lease is hereby given in accordance with the provisions of the Maine Revised Statutes Title 33, Chapter 7, Subchapter 2, § 201.

**LESSOR:** **Inhabitants of the Town of York, Maine**, with a mailing address of 186 York Street, York, Maine 03909

**LESSEE:** **Portland Cellular Partnership, d/b/a Verizon Wireless**, with a mailing address of c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920

**DESCRIPTION:** The Leased Premises consist of space on Lessor's wireless communications facility (tower), as well as space on the ground adjacent to said facility, within that certain parcel of land located at 36 Main Street, York County, York, Maine and further described in the deed recorded at Book 2664, Page 167 and the deed recorded at Book 1321, Page 185, both at the York County Registry of Deeds.

**DATE OF EXECUTION:** \_\_\_\_\_, 2015

**TERM:** Five (5) years.

**DATE OF COMMENCEMENT OF TERM:** The lease term shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such

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permits, for LESSEE's equipment shelter and antennas. In the event the date on which LESSEE is granted a building permit falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, then the lease term shall commence on the 1<sup>st</sup> of that month, and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the lease term shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date").

RIGHTS OF RENEWAL: Four (4) 5-year extensions

*(Signature Page Follows)*

EXECUTED as an instrument under seal on the dates indicated below.

LESSOR:  
**The Inhabitants of the  
Town of York, Maine**

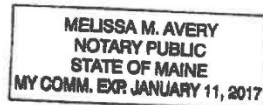
By: [Signature]  
Name: Stephen H. Burns  
Title: Town Manager  
Date: November 30, 2015

LESSEE:  
**Portland Cellular Partnership  
d/b/a Verizon Wireless**  
By: Cellco Partnership  
Its General Partner

By: \_\_\_\_\_  
Name: David R. Heverling  
Title: Area Vice President Network  
Date: \_\_\_\_\_

STATE OF Maine  
COUNTY OF York

On this 30<sup>th</sup> day of November, 2015, personally appeared before me the above-named Stephen H. Burns of the Inhabitants of the Town of York, Maine and acknowledged the foregoing to be the free act and deed of said entity.



Melissa M. Avery  
Notary Public/Justice of the Peace  
My Commission Expires: 1/11/2017

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned officer, personally appeared David R. Heverling, who acknowledged himself to be the Area Vice President Network of Bell Atlantic Mobile Massachusetts Corporation, Ltd. d/b/a Verizon Wireless, a Bermuda Corporation, and that he, as such, being authorized so to do, executed the forgoing instrument for the purposes contained therein, by signing the name of the company by himself as such officer.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

880186522677



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## Northern New England Telephone Operations LLC Easement Deed

**EASEMENT DEED**  
**Tower Site**  
**36 MAIN STREET – YORK, MAINE**

KNOW ALL MEN BY THESE PRESENTS that INHABITANTS OF THE TOWN OF YORK, a Maine municipal corporation and body politic duly organized and existing by law with a mailing address of 186 YORK STREET, YORK, MAINE 03909, (hereinafter "Grantor") in consideration of the mutual covenants herein contained, hereby grants to NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, a Delaware Limited Liability Company, with a place of business at 1 Davis Farm Rd. Portland, Maine 04103 (d/b/a FairPoint Communications – NNE), its successors and assigns, (hereinafter "Grantee"), a right, privilege and easement for the sole purpose of locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground telecommunication cable and lines for communication, microwave and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes within, along, under and across the hereinafter described portion of Grantor's land.

Said Grantor's land is situated on the WESTERLY, side of MAIN STREET, TOWN OF YORK, COUNTY OF YORK being shown as Tax Map # 145 (23), Lot # 031 (19), and further described and identified on Plan entitled "York Beach ME" prepared for Verizon Wireless by Hudson Design Group dated March 8, 2016.

The herein granted right and easement is more particularly described as that certain parcel of land situated within a portion of said Grantor's land for Grantee to install the necessary poles, cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained by said Grantee for the transmission and distribution of intelligence and communication by electricity or otherwise to specifically serve the telecommunication tower, various equipment and equipment shelters located within the easement areas. It is also agreed that any poles, cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns, as its interest appears.

Grantor further grants to grantee a ten (10) foot by ten (10) foot easement for the necessary cabinet and equipment as grantee may require in order to provide telecommunications service to the lessees of the grantor. Said easement to be located upon grantor premises within the area of the lease to Portland Cellular Partnership, d/b/a Verizon Wireless.

1. It is agreed that the exact location of the Grantee's poles, cables, wires, conduit, equipment and other facilities shall be established by the installation and placements within land of the Grantor. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the Easement Area, Grantor shall have the right to use the Easement Area herein granted for any purpose not inconsistent with the rights granted to Grantee hereunder.
2. Upon request of the Grantor, Grantee agrees to relocate the Easement Area and all facilities thereon or thereunder to another portion of the Grantor's land, provided that (i) the proposed new easement area is reasonably adequate for the Grantee's purposes and is mutually satisfactory to both parties; and (ii) prior to relocation of grantees facilities, the entity requesting the relocation of facilities shall obtain the permission of the property owner for the new location of Northern New England Telephone operation, LLC facilities. It is further agreed that prior to the relocation of the grantees facilities, Northern New England Telephone Operations LLC will be compensated for such relocation by the requesting party.
3. If at any time Grantee shall do or cause to be done, any damage as the result of Grantee's construction, installation, excavation, maintenance, repair, replacement, reconstruction or relocation activities as permitted hereunder, Grantee, at its sole cost and expense, shall restore said damaged area to the same condition that existed just prior to such damage.

FP: 298489

4. Grantee shall have the right of ingress and egress to pass by foot or motor vehicle of any type over the herein mentioned premises of the Grantor insofar as the same is necessary for the purpose stated herein to exercise the rights set forth herein; provided that such passage shall not unreasonably interfere with Grantor's ingress and egress.

5. If and/or when telephone or telecommunication service is no longer required to serve the telecommunications tower, equipment, and equipment shelters located within Grantor's premises, it is agreed that the Grantee shall notify the Grantor in writing. It is further agreed that the Grantee, as soon as possible thereafter shall execute and deliver unto the Grantor, a Release of Easement relinquishing and releasing any and all rights, privileges and easement granted hereunder.

6. The Grantee shall have the right to trim and cut trees and underbrush and, if necessary, completely remove trees and underbrush in the Easement Area to the extent necessary to operate and maintain the equipment and to prevent damage to the equipment or injury to Grantee's agents or employees.

7. Further, the Grantee shall have the right to connect the lines and equipment with the poles, conduits, cables and wires which are located or which may be placed upon and under the public ways or streets within, adjacent or contiguous to Grantor's land provided that the lines and equipment shall service Grantor's land only.

8. Any notice required to be given hereunder shall be mailed, certified mail, return receipt requested, or hand delivered, if to the Grantors TOWN OF YORK, 186 MAIN STREET, YORK, MAINE 03909, and if to the Grantee at NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, Right of Way, 5 Davis Farm Road, Portland, Maine 04103. The names and addresses may be changed by either party at any time by giving notice to the other in the manner provided in the preceding sentence.

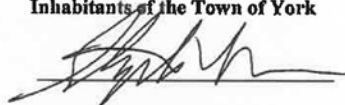
For Grantor source of title see Deed at Book 2664 Page 167 having been recorded with the YORK COUNTY, Registry of Deeds.

Witness my hand a common seal this 13 day of June, 2016.

Witness:



Inhabitants of the Town of York



By: Stephen H. Burns

Its: Town Manager

State of Maine, County of York, ss.,

On the 13 day of June in the year 2016 before me, then personally appeared the above named Stephen H. Burns and acknowledged the foregoing instrument to be his free act and deed and in his capacity the free act and deed of Inhabitants of the Town of York, before me.

MELISSA M. AVERY  
NOTARY PUBLIC  
STATE OF MAINE

Notary Public/Attorney at Law

My Commission Expires/ bar

MY COMM. EXR JANUARY 11, 2017

Print Name

**EASEMENT DEED**  
*Underground*

KNOW ALL MEN BY THESE PRESENTS, that the INHABITANTS OF THE TOWN OF YORK, a Maine municipal corporation and body politic duly organized and existing by law with a mailing address of 186 YORK STREET, YORK, MAINE 03909, (hereinafter "Grantor") in consideration of One Dollar and other valuable consideration (the sum being less than one hundred dollars) paid by NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, a Delaware Limited Liability Company, with a place of business at 1 Davis Farm Road Portland, Maine 04103 (d/b/a FairPoint Communications) the receipt whereof is hereby acknowledged, does hereby grant, with warranty covenants unto the said NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC., their successors and assigns, the rights and easement to construct, erect, rebuild, operate, maintain and remove communication lines for the transmission of intelligence, wires, cables, and other equipment and appurtenances connected therewith, along, under and across premises owned by the Grantor in the Town of YORK, County of YORK and State of MAINE, described as follows:

(Main Street; Route 1A)

Placement of a total of approximately 350 feet of new cable within conduit placed by contractor on behalf of Portland Cellular Partnership, d/b/a Verizon Wireless and to be maintained by Portland Cellular Partnership, d/b/a Verizon Wireless, its successors and/or assigns within the 5 foot wide tower utility easement area Pole #18-2 with placement approximately 240 feet of cable within said conduit in a generally Westerly direction to a point; thence in a generally Northerly direction placement of approximately 110 feet of cable within said conduit to the Southerly side of the tower lease area. The said conduit is for the exclusive and perpetual use of the Grantee.

The Grantees shall have the further right to enter said Grantor's premises for all of the herein stated purposes and to connect said, conduits, cables and wires which are located or which may be placed in parcels of land, public ways, adjacent or contiguous to the aforesaid premises. Grantee shall also have the right to cut, trim, and remove such trees, bushes and growth as the Grantee may from time to time deem necessary for the safe and efficient operation and maintenance of Grantees facilities. This easement affects land conveyed to the Grantors by deed from York School District dated June 9, 1980 and recorded in the York County Registry of Deeds in Book 2664 Page 167.

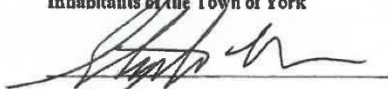
TO HAVE AND TO HOLD the above granted rights and easements to the said NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, their successors or assigns, to their own use and behoove forever.

IN WITNESS WHEREOF, the said Inhabitants of the Town of York in this easement as Grantor and relinquishing and conveying all its rights by descent and all other rights in the above described rights and easements have hereunto set its hand and seal this 13 day of June, 2016.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF



Inhabitants of the Town of York



By: Stephen H. Burns

Its: Town Manager

STATE OF MAINE

County of York

June 13, 2016

Personally appeared the above named Stephen H. Burns and acknowledged the foregoing instrument to be his free act and deed in his said capacity the free act and deed of said Inhabitants of the Town of York before me,

MELISSA M. AVERY  
NOTARY PUBLIC  
STATE OF MAINE  
MY COMM. EXPI. JANUARY 11, 2017



Notary Public/Attorney at Law

My Commission Expires/ bar# \_\_\_\_\_

Printed Name: \_\_\_\_\_



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## Central Maine Power Company Easement

Easement

WO# 10300273809  
Form 1199, Rev. 07/08

Town of York, a Maine Municipality with a mailing address of 186 York St., York, ME, 03909 (Grantor(s)), for consideration given, grants to CENTRAL MAINE POWER COMPANY, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and Northern New England Telephone Operations, LLC, a limited liability company organized under the laws of the State of Delaware, and having its principal place of business at 521 East Moorehead Street, Suite 250, Charlotte, NC 28202, and their respective successors and assigns (collectively Grantees), with warranty covenants, the right and easement to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of poles, wires and cables, anchors, guywires or pushbraces, together with all necessary fixtures and appurtenances over, across and under a portion of the surface of the land of the Grantor(s) in the City/Town of York, York County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad 18.2, Main St., York and extending to include Pole(s)/Pad(s) 18.3, 18.4 & 18.5, Main St AKA: Route 1A. This easement affects land conveyed to the Grantor(s) in a deed from York School District, dated June 13, 1980, and recorded in the York County Registry of Deeds in Book 2664 Page 167-168. This easement is an easement in gross and is not for the sole purpose of serving the Grantor(s) or Grantor's land. The rights granted herein include the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said easement area of all trees, timber, and bushes growing on said easement area by such means as the Grantee may select. CMP shall also have the right to remove all woody vegetation located on land of Grantor capable of growing into or falling into the minimum conductor safety zone around its transmission conductors. CMP intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within the right-of-way or outside of the right-of-way. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate; and the right to restrict the construction of buildings, structures and improvements within 12 feet of its equipment and facilities; and the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor(s) for any and all of the foregoing purposes.

WITNESS the hand(s) and seal(s) of Grantor(s) duly authorized representatives on January 12, 2017.

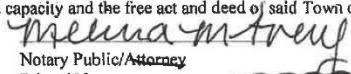
Signed, Sealed and Delivered in the presence of:

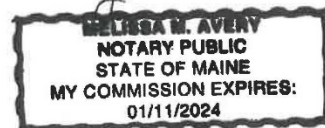
Town of York

  
Stephen H. Burns, Town Manager

State Of Maine  
County Of York

The above-named Stephen H. Burns, personally appeared before me this 12 day of January, 2017 and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town of York.

  
Notary Public/Attorney  
Printed Name:  
My Commission Expires:



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## State Law That Terminated the York Beach Village Corporation

This Act was presented to the Governor by the Senate on JUN 17 1977 and has become law without his signature. (Constitution, Article IV, Part Third)

Received in the office of the Secretary of State JUN 30 1977

## STATE OF MAINE

JUN 30 1977

CHAPTER

62

P & S LAW

IN THE YEAR OF OUR LORD NINETEEN HUNDRED  
SEVENTY-SEVEN

H. P. 1601 — L. D. 1809

### AN ACT Repealing the York Beach Village Corporation.

**Emergency preamble.** Whereas, Acts of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, the following legislation is necessary to carry into effect the intent of the citizens of York Beach Village Corporation to consolidate the corporation with the Town of York; and

Whereas, in the interests of good government and the welfare of the people within the York Beach Village Corporation the following legislation is necessary; and

Whereas, it is vital that the duties and responsibilities of the Town of York with respect to the future of York Beach Village Corporation be carefully spelled out; and

Whereas, it is vital that the voters of the entire Town of York, including the voters of York Beach Village Corporation, be permitted to vote upon the merits of the proposed legislation as soon as possible; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now therefore,

*Be it enacted by the People of the State of Maine, as follows:*

**Sec. 1.** P&SL 1901, c. 455, repealed. Subject to the provisions of section 14 of this Act, chapter 455 of the private and special laws of 1901, as amended, entitled "An Act to Incorporate the York Beach Village Corporation," is repealed.

**Sec. 2.** Rights, etc., of the York Beach Village Corporation vested in the Town of York. Upon the acceptance of this Act as provided in section 14 hereof, all real and personal property, or any interests therein, then owned by the York Beach Village Corporation, together with all accounts receivable, choses in action and all other rights and benefits that may be either then due and payable to, or would accrue to, or for the benefit of the York Beach Village Corporation, but for this Act, shall be and become the property of the Town of York without the payment of any consideration; the town being hereby vested with all rights and powers of holding, disposing of or enforcing of such rights so acquired. All litigation pending in any court involving the York Beach Village Corporation shall not abate and shall be prosecuted or defended, as the case may be, by the Town of York and the Town of York shall, in all instances, be held to be the successor in interest to the York Beach Village Corporation. The Town of York shall prosecute the litigation in accordance with the intention of the Overseers of York

617-1

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Beach Village Corporation, which intention shall be expressed in a document to be signed by the overseers and directed to the selectmen to be filed with them after the effective date of this Act, it being the Legislature's intention that the litigation shall proceed according to the original intention of the Overseers of York Beach Village Corporation.

**Sec. 3. Contracts, etc., to be assumed by the Town of York.** Upon the acceptance of this Act, as provided in section 14, all responsibilities, duties, contracts, obligations and liabilities of the York Beach Village Corporation incurred or undertaken prior to the acceptance of this Act, shall be assumed and performed by the Town of York. The term "liabilities" shall include, but not be limited to, the maintenance and snowplowing of all publicly accepted roads and ways in the York Beach and the provision and construction of drains according to a vote of the York Beach Village Corporation and to the plans and specifications drawn in response to the vote. The York Beach Village Corporation will submit to the Town of York a map outlining such roads and ways. "Obligations" shall include obligations voted at the 1977 meeting of the York Beach Village Corporation.

**Sec. 4. Police department.** The Town of York shall maintain the staffing level of the York Beach Police Department at York Beach based on the minimal level of staffing existing at York Beach in the summer of 1977, it being the intention of the Legislature that at a minimum the current level and types of police protection and the maintenance of sufficient numbers of police personnel to provide adequate protection to citizens at York Beach be maintained so as to provide adequate police protection for the geographical area, particularly during the summer months of each year. In connection with the provision of police services to York Beach, the Town of York shall maintain and provide sufficient equipment and a physical facility at York Beach to be used as a base for police operations. The reserve officers of York Beach Police Department shall be placed on the list of reserve officers of the Town of York for consideration for appointment by the selectmen of the Town of York at their last meeting to be held in March of 1978.

The present Chief of the Police Department of York Beach shall be integrated into the Police Department of the Town of York at the level of Sergeant. His salary shall continue at its present level until the normal end of the York Beach Village Corporation fiscal year, at which time his salary will be commensurate with a sergeant position in the Town of York Police Department.

The present Sergeant of the Police Department of York Beach shall be integrated into the Town of York Police Department at the level of a patrolman.

Police personnel at York Beach now paid by CETA funds or part-time funds need not be integrated into the Town of York Police Department, except for reserve officers as above.

**Sec. 5. Fire department.** The Town of York shall maintain and provide financial support for the York Beach Fire Department at least as on its present basis and shall continue the practice of the York Beach Village Corporation in making incremental payments of such financial support of at least \$1,000 per payment until funds are exhausted. The Town of York shall assume any and all existing obligations of York Beach Village Corporation with respect to the York Beach Fire Department. The Town of York shall appoint, as Chiefs, persons elected by the York Beach Fire Department. Existing trucks and equipment of the York Beach Fire Department will remain in the York Beach Fire Department station. The York Beach Fire Department will continue to have its existing sphere of key availability for fire zones C and D according to the map entitled "Territorial Responsibility of Fire Departments" in accordance with an agreement between the municipal officers and the fire department chiefs of York, York Beach and Ogunquit. The fire inspector for fire zones C and D shall continue to be appointed from the membership of the York Beach Fire Department and with the approval of that department. The



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present building utilized by the York Beach Fire Department will be continued in its present use and may also be used for public purposes for a public meeting hall area, except for that portion of the building known as the "firemen's room." It is understood that the Fire Department itself may determine the applicability and use of the permanent-man concept.

The Legislature recognizes that there exists certain deed restrictions with respect to real estate owned by the York Beach Village Corporation and used by the York Beach Fire Department. A certain portion of land has been given by the York Beach Village Corporation to the York Beach Fire Department. The Legislature intends that the town abide by any and all restrictions, covenants and conditions with respect to gifts, conveyances and other transfers to the end that the Legislature's intention be carried out that the Fire Department is to remain and continue as on the present basis.

**Sec. 6. Existing ordinances to remain in force.** Upon the acceptance of this Act as provided in section 14 hereof, all ordinances then in force in the York Beach Village Corporation, including the zoning bylaws, the building code and those relating to traffic and parking control, to the bathing beaches and to public health and safety, shall become valid and enforceable ordinances within the Town of York. All such ordinances of the York Beach Village Corporation as set forth in the pamphlet entitled "York Beach Village Corporation, York Beach, Maine, Charter and Ordinances as of 1972," as further amended from time to time by York Beach Village Corporation, are hereby ratified, confirmed and declared valid and a copy of the ordinances shall be filed with the Town of York by the York Beach Village Corporation as of the effective date of this Act, except that such filing shall not be construed as a prerequisite to validation. As between such ordinances and the ordinances of the Town of York existing as of the effective date of this Act, the stricter of the ordinances shall control. All building permits, variances, special permits and other licenses issued or granted by the York Beach Village Corporation prior to the acceptance of this legislation by the voters of the Town of York shall remain in full force and effect in accordance with their terms when issued or granted.

**Sec. 7. Existing facilities to be maintained.** Upon and after the acceptance of this Act as provided in section 14 hereof, the Town of York shall maintain all street lights and signs, fire hydrants, parking meters, traffic signals and signs, public beaches, public walks, sewer and drainage systems and public parks as they exist at the time of such acceptance or as they may be from time to time improved. The Town of York shall maintain the parking meters at York Beach at least at their present level and placement.

With respect to Short Sands Park, so-called, located in York Beach, the town shall continue the cooperative arrangement which Short Sands Park enjoys with York Beach in sharing duties and responsibilities similar to the 1977 agreement which the park has with the York Beach Village Corporation. The Town of York shall continue the practice of York Beach in enforcing police power ordinances over the park.

With respect to Sohier Park, the town shall assume the duties and responsibilities of York Beach concerning the park and the town shall abide by all restrictions, covenants and impositions of trust contained in conveyances with respect to the park. The town shall specifically assume the duties and responsibilities under a certain lease now existing with respect to the use of facilities at the park. The town shall continue a representative from the York Beach geographical area on the park Committee. The town shall further carry forward and discharge the responsibilities of York Beach with respect to the so-called "Five-Year Plan" with respect to improvements on the park. The Overseers of York Beach Village Corporation shall provide the Selectmen of the Town of York with documentation of the "Five-Year Plan" after the effective date of this Act.

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The town shall maintain all restrooms, lifeguards and beach cleaning at the level existing during the summer of 1977 so as to continue the favorable economic impact of such activities in the York Beach geographical area.

**Sec. 8. Employees; personnel.** The existing full-time Highway Department employees of York Beach shall become employees of the Town of York.

**Sec. 9. Administrative services.** The Town of York shall provide adequate personnel and facilities to carry out all administrative duties of the Town of York, including functions relating to police protection and administration at a location within the York Beach geographical area, it being the intention of the Legislature that because of the press of administrative problems at York Beach, particularly in the summer, the town place an administrator, at least on a part-time basis, after the effective date of this Act, to handle matters relating to police protection and other administrative matters.

**Sec. 10. Planning Board and Board of Appeals appointments.** The Town of York shall maintain at least one member on its Planning Board and one member on its Appeals Board from the York Beach geographical area.

**Sec. 11. Park next to fire station.** The Town of York shall continue to maintain the land next to the fire station presently used for recreational purposes and as a park area in the same fashion. The Board of Overseers of York Beach Village Corporation shall furnish the Selectmen of the Town of York with a statement concerning the mode and type of use of the park area and the Selectmen shall follow the mode of use insofar as possible, giving preference to those organizations indicated to be entitled to such preference by the Overseers of York Beach Village Corporation.

**Sec. 12. Deeds, documents town to abide by.** The Town of York shall abide by all restrictions, covenants, trusts and any and all encumbrances or limitations upon the use of land with respect to real estate which it acquires pursuant to the terms of this Act.

**Sec. 13. Authority and documents.** The Overseers of York Beach Village Corporation are authorized and empowered to execute any and all such documents, including but not limited to, instruments of conveyance and assignments, as may be necessary to carry this Act into effect and their authority to so act shall extend until such date as their terms would have expired but for the passage and acceptance of this Act. The town shall use the Overseers of the York Beach Village Corporation as they are constituted on the effective date of this Act as an advisory board to its Board of Selectmen in order that any transition with respect to the consolidation operates as smoothly as possible and the town shall involve those overseers actively in the transition in any problems occurring as a result thereof and shall fully consider their advice and recommendations with respect to solutions.

**Sec. 14. Referendum; effective date; certificate to Secretary of State.** This Act shall be submitted to the legal voters of the Town of York at a special meeting thereof held on or before September 1, 1977, provided that the warrant calling such meeting contains an appropriate article for that purpose. The meeting shall be called and conducted according to the law governing annual and special meetings of the town, except voting on the article relating to this action shall be accomplished by written ballot to be prepared for the meeting by the town clerk. The town clerk shall prepare proper ballots upon which this action shall be reduced to the following question:

"Shall 'An Act Repealing the York Beach Village Corporation,' as passed by the First Regular Session of the 108th Legislature, be accepted?"

Qualified voters of the town shall record by a cross or check mark placed in the box next to the words "Yes" or "No" their opinion of the same.

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In view of the emergency cited in the preamble, this Act shall take effect for all purposes hereof on October 15, 1977, if accepted by the inhabitants of the Town of York by a majority of the legal voters present and voting at the meeting.

The results of the vote taken at the meeting as specified shall be declared in open meeting by the municipal officers of the town and a certificate of the result of the voting shall be filed by the clerk of the town with the Secretary of State.

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IN HOUSE OF REPRESENTATIVES,.....1977

Read twice and passed to be enacted.

.....*Speaker*

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IN SENATE,.....1977

Read twice and passed to be enacted.

.....*President*

---

Approved.....1977

.....*Governor*

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## Map of the York Beach Village Corporation



