

# **POLICE STATION**

## **9 HANNAFORD DRIVE**

### **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 25, 2022

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## POLICE STATION

Location: 9 Hannaford Drive.



Facility: The Town of York's Police Department is located on this property. This consists of a main building and a large accessory garage building. A small tower for emergency communications antennas is located on this lot as well.

Property Acquisition: The Town acquired the property at a foreclosure auction on July 23, 2015. The property was originally designed and constructed as the American Legion Ramsdell-Rogers Post #56, which occupied about half the building. The other half of the building was a function hall which the Legion rented for private functions. The American Legion placed the property on the market and the Town ended up acquiring it from the mortgage holder at a foreclosure auction.

The Town originally executed a Purchase and Sale Agreement with the American Legion for a purchase price of \$1,200,000. There were a number of conditions on this Agreement, and it was eventually terminated on July 22, 2015.

On July 11, 2015, the Town conducted a Special Budget Referendum. This was a single question referendum. Voters approved the purchase of this property, and its conversion to use as a public safety building. In 2011, the Town acquired property in York Beach

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and funded construction of a new Police Station. The vote in 2015 shifted the Town's plans for a new police station from York Beach to this site. It transferred \$3,900,000 of funding already designated for construction of a new police station from the older, failed project to the new property. Of the \$3.9M, \$1.2M was designated for property acquisition and \$2.7M for renovation and construction. No additional funding was requested from the voters – this was a firm position taken early on by the Board of Selectmen and accordingly, the project was completed without any additional funding requests.

On July 22, 2015, Hannaford Supermarkets agreed to modify restrictions on the use of the property at 9 Hannaford Drive. Prior to this, municipal use as a police station would have been prohibited. Staff at Hannaford responded to Town requests to address and modify this limit in a very short timeframe, and their agreement and help were essential to moving forward with the purchase the very next day.

On July 23, 2015, an auction was held for this property. The Town was the sole bidder, acquiring the property for \$1,200,000. This was a short sale for Bangor Savings Bank. The Bank's willingness to see to the Town for this price was very generous and helped make the new police station facility possible.

On November 3, 2015, by Article 16 at the General Referendum, voters accepted Hannaford Drive as a Town road. This transferred ongoing responsibilities for maintenance of the road to the Town.

The long and short of the process is that many parties worked closely with the Town under very tight time restrictions to make this acquisition possible, and the Town should always remember and appreciate their help. The American Legion Ramsdell Rogers Post #56, Hannaford Supermarkets, and Bangor Savings Bank were all vital partners in this effort.

#### Deed References:

- Book 17066, Pages 610-611 (2015 Quitclaim Deed)
- Book 17066, Pages 612-614 (Second Amendment of Possibility of Reverter, Covenants & Restrictions)
- Book 15589, Pages 192-199 (Amendment to Possibility of Reverter, Covenants & Restrictions)
- Plan Book 245, Pages 3-4 (Deluca-Hoffman's Subdivision Plan)
- Plan Book 325, Page 10 (American Legion Site Plan Approval)

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Deed Restrictions: There are significant restrictions on the use of this property imposed in the Second Amendment of Possibility of Reverter, Covenants and Restriction, as well as in the prior version of this document. The Second Amendment references the original Amendment, and both documents are listed in the deed references and copies are included. Key restrictions are as follows:

- Hannaford retains a right of first offer should the Town choose to dispose of the property (Second Amendment, Section 2).
- The lot may not be used for a public works facility or depot (Second Amendment, Section 4).
- The lot may not be used for long-term, non-police storage of vehicles or equipment (Second Amendment, Section 4).
- The lot may not be used for an emergency medical service station (such as an ambulance garage) or fire station (Second Amendment, Section 4).
- The lot may not be used for any of the uses specified in the original Amendment as specified in Section 4, Paragraph A, which includes but is not limited to:
  - Supermarket;
  - Drug store;
  - Dollar store;
  - Any use involving the keeping of animals or poultry;
  - Industrial uses;
  - Bar;
  - Vehicle or mobile home sales;
  - Flea market;
  - Religious use;
  - Adult use;
  - Massage parlor;
  - Funeral home; or
  - Gambling or off-track betting parlor.
- Prior to any physical alterations or changes in use, the Town needs to seek prior approval of Hannaford Bros. Company to ensure the change does not interfere in any way with Hannaford's interests in the subdivision. It is assumed this provision of the original Amendment, Section 4, Paragraph B) remains in effect. This section particularly calls out traffic and stormwater drainage impacts.
- The Police Station property is served by an off-site stormwater detention facility located immediately to the southwest of the property. As owner of one of the subdivision properties served by this facility, the Town will be responsible for a share of ongoing operations and maintenance costs.



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Survey and Monumentation: The original property boundary survey was prepared by Deluca Hoffman in 1998 and is recorded at the York County Registry of Deeds (Plan Book 245, Pages 3-4). Survey monuments have been set at the corners of the property and are referenced on permit application plans prepared by Civil Consultants.

Facility Acquisition/Construction/Alteration:

- The Building Permit to convert the American Legion building into a new Police Station was BP #2016-0528, issued on August 12, 2016, with occupancy granted on May 12, 2017.
- The Building Permit to construct the new 3,600 square foot garage was BP #2018-0539, issued on August 13, 2018, with occupancy granted on July 1, 2020.
- The State's Site Location of Development Permit was transferred from the American Legion to the Town of York my Maine DEP on April 12, 2016 (reference: L-19641-23-E-T) .
- Planning Board approval. The Planning Board approved the conversion of the American Legion building to a new Police Station on April 4, 2016. On April 13, 2017 the Planning Board approved a plan amendment to allow construction of the 3,600 square foot garage on this site. N May 24, 2018, the Board approved a modification of the garage plan to avoid all wetland impacts.

Relationship to Bond Funds: The Town utilized bond funds to purchase the property, convert the former American Legion function hall to a Police Station, and construct a new garage. The funds were originally authorized by voters on May 21, 2011 (see Article 38) to construct a new Police Station in York Beach. When that project failed, voters authorized the transfer of \$3.9M of the bond funds for property acquisition and construction of a new Police Station at 9 Hannaford Drive. Voters approved Article 1 at a Special Budget Referendum in July 2015, specifically authorizing \$1.2M for the purchase and \$2.7 for construction.

This money was from a tax-exempt bond, which imposes certain limitations on the use of the property for the duration of financing. The original bond was to be paid through 2031. There was a refunding (the bond was refinanced) in August 2021. As long as the property continues to be used as a Police Station and nothing more then there should be no bond-compliance issues.

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Other Information:

Bond-Related Restrictions	Yes
Land & Water Conservation Fund Restrictions	Not applicable
National Historic District	Not applicable
Local Historic District, Landmark or Site	Not applicable
In the Urbanized Area	Yes as of December 3, 2021

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## Property Deed

BK 17066 PGS 610 - 611 07/29/2015 11:06:12 AM  
INSTR # 2015030651 DEBRA ANDERSON  
REGISTER OF DEEDS  
RECEIVED YORK SS



**QUITCLAIM DEED WITHOUT COVENANT**

KNOW ALL PERSONS BY THESE PRESENTS, that **BANGOR SAVINGS BANK** (the "**Mortgagee**"), a Maine savings bank with its headquarters in Bangor, Maine, as foreclosing mortgagee by virtue of and pursuant to 14 M.R.S. § 6203-A, et seq., and the Power of Sale contained in a certain Mortgage given by American Legion – Ramsdell-Rogers Post 56 to the Mortgagee dated November 12, 2009 and recorded in the York County Registry of Deeds in Book 15760, Page 959, for consideration paid, does hereby remise, release and forever quitclaim unto The Inhabitants of the Town of York, a body corporate and politic with a mailing address of 186 York Street, York, Maine 03909, as high bidder, all right, title and interest in and to certain real property located in York, County of York, and State of Maine, being more particularly described on Exhibit A, attached hereto and made a part hereof.

Meaning and intending to convey the same premises described in that certain Notice of Mortgagee's Sale of Real Estate dated June 8, 2015 issued by Mortgagee and recorded at said Registry in Book 17031, Page 989; as amended by Amended Notice of Mortgagee's Sale of Real Estate dated June 10, 2015 and recorded at said Registry in Book 17033, Page 733; as said Amended Notice was re-recorded in Book 17033, Page 833.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed in its name and on its behalf by Robert Burgess, its Senior Vice President, thereunto duly authorized this 23<sup>rd</sup> day of July, 2015.

WITNESS

**BANGOR SAVINGS BANK**

By: Robert A. Burgess  
Printed Name: Robert Burgess  
Its: Senior Vice President

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

July 23, 2015

Then personally appeared the above-named Robert Burgess, in his capacity as Senior Vice President of Bangor Savings Bank, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of Bangor Savings Bank.

Before me,

Benjamin Marcus  
Notary Public/Attorney at Law

Benjamin Marcus  
Print Name

NO R.E. TRANSFER TAX PAID

2709 77 BERNSTEIN SHUR  
100 MIDDLE ST., STE 6  
PTA3 ME 04101  
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**EXHIBIT A  
PROPERTY DESCRIPTION**

A certain lot or parcel of land with any buildings thereon situated on the northerly side of Hannaford Drive (off U.S. Route One and Route 91) in the Town of York, County of York and State of Maine, containing 5.74 acres, more or less, and being LOT C as shown and described on a plan prepared by Deluca-Hoffman Associates for Hannaford Bros. Co., entitled "U.S. Route I and Route 91, York, Maine; Final Subdivision Plan," dated April 1998 and recorded in the York County Registry of Deeds in Plan Book 245, Pages 3 and 4 and all matters, notes and plans referenced thereon;

TOGETHER WITH AND SUBJECT TO the rights, restrictions, covenants and easements more particularly described in deed from Hannaford Bros. Co. to American Legion, Ramsdell - Roger Post #56 dated December 22, 2005 and recorded at the York County Registry of Deeds in Book 14730, Page 522, as amended by Amendment to Possibility of Reverter and Lot Covenants and Restrictions dated March 17, 2009 and recorded at York County Registry of Deeds in Book 15589, Page 192, as restated in Confirmatory Deed dated November 11, 2009 and recorded in the York County Registry of Deeds in Book 15760, Page 951 and Consent to Mortgage Financing Letter dated November 11, 2009 and recorded in the York County Registry of Deeds in Book 15760, Page 953.

The property is conveyed subject to the following matters of record:

- a. Rights and easements granted to Central Maine Power Company and New England Telegraph and Telephone Company by deed dated May 7, 1999 and recorded at said Registry in Book 9608, Page 229.
- b. Rights and easements granted to Central Maine Power Company by deed dated April 11, 2007 and recorded at said Registry in Book 15320, Page 28.
- c. Subject to Notice of Layout and Taking by the State of Maine by its Department of Transportation dated January 10, 1978 and recorded at said Registry in Book 2308, Page 153.
- d. Subject to a Department Order from the Department of Environmental Protection, Findings of Fact and Order dated January 30, 2008 and recorded at said Registry in Book 15352, Page 690.
- e. Subject to all matters on plans entitled "Ramsdell-Rogers Function Facility, American Legion Post 56, Hannaford Drive, York, Maine" dated June 2007, prepared by Anderson-Livingston Engineers, Inc. and recorded at said Registry in Plan Book 325, Pages 10-15.
- f. Rights and easements granted to Central Maine Power Company by easement dated September 18, 2008 and recorded at said Registry in Book 15535, Page 620.

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Second Amendment  
to  
Possibility of Reverter and Lot C Covenants and Restrictions



BK 17066 PGS 612 - 614 07/29/2015 11:06:12 AM  
INSTR # 2015030652 DEBRA ANDERSON  
RECEIVED YORK SS REGISTER OF DEEDS

**SECOND AMENDMENT  
TO  
POSSIBILITY OF REVERTER AND LOT C COVENANTS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO POSSIBILITY OF REVERTER AND LOT C COVENANTS AND RESTRICTIONS ("Agreement") is made as of July 23, 2015, by and between **HANNAFORD BROS. CO., LLC**, a Maine limited liability company and successor by conversion to Hannaford Bros. Co., having its principal office in Scarborough, Maine (hereinafter "Hannaford" and being a grantor and grantee for indexing purposes), and the **TOWN OF YORK**, a Maine municipal corporation having its principal office in York, Maine (hereinafter "Town of York" and also being a grantor and grantee for indexing purposes). For good and valuable consideration, including the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, Hannaford and the Town of York hereby agree as follows:

1. **RECITALS.** Hannaford and the Town of York acknowledge and agree that this Agreement is made with reference to the following facts and objectives:

A. Hannaford is the developer of certain land shown and described on a plan prepared by Deluca-Hoffman Associates for Hannaford Bros. Co., entitled "U.S. Route 1 and Route 91, York, Maine; Final Subdivision Plan," dated April 1998 and recorded in the York County Registry of Deeds in Plan Book 245, Pages 3 and 4 (hereinafter the "Subdivision Plan"). Hannaford currently owns and operates a supermarket business on LOT A as described on the Subdivision Plan. Hannaford additionally owns and maintains the access road that serves the subdivision (formerly named Shop'n Save Drive and now named "Hannaford Drive", and the detention facility located on LOT D as described on the Subdivision Plan (the "Detention Facility").

B. American Legion -- Ramsdell - Rogers Post 56 ("AL-Post #56") acquired LOT C as described on the Subdivision Plan, together with the nonexclusive right to use Hannaford Drive and the Detention Facility (collectively "LOT C"), pursuant to a certain Deed from Hannaford dated December 22, 2005 and recorded in the York County Registry of Deeds in Book 14730, Page 522, as confirmed by a certain Confirmatory Deed dated November 11, 2009 and recorded in said Registry in Book 15760, Page 951 (together, the "Lot C Deed"). Hannaford granted the Lot C Deed, subject to (i) two conditions and the possibility of reverter as more particularly described in the habendum of the Lot C Deed (the "Possibility of Reverter"), and (ii) certain covenants and restrictions more particularly described in EXHIBIT A attached to the Lot C Deed, as amended and modified by that certain Amendment to Possibility of Reverter and Lot C Covenants and Restrictions, dated March 17, 2009 and recorded in said Registry in Book 15589, Page 192 (together, the "Lot C Covenants and Restrictions").

C. The Town of York has acquired LOT C from AL-Post #56 and/or its lender(s) following a foreclosure of a Permitted Mortgage (as defined in the Lot C Covenants and Restrictions) by deed dated July 23, 2015 to be recorded in said Registry herewith, and the parties hereto desire to confirm that the Town of York is a Permitted Successor (as defined in the Lot C Covenants and Restrictions), and that the Town of York is permitted to use LOT C as a police station and for related uses as more particularly provided herein.



2. ACKNOWLEDGMENT OF NOTICE AND WAIVER RIGHT OF FIRST OFFER.

Hannaford acknowledges that it received notice of the foreclosure sale as required by Section 3 of said Amendment, and waives its right of first offer under Paragraph E of Section 4 of said Amendment to the extent such right was applicable to the above-referenced conveyance to the Town of York or any sale or transfer of LOT C that preceded said conveyance of LOT C to the Town of York. The right of first offer shall continue to apply to any future sale or transfer of LOT C as provided in Paragraph E.

3. PERMITTED SUCCESSOR. Hannaford and the Town of York acknowledge and agree

that the Town of York is a Permitted Successor as defined in Section 4 of said Amendment to Possibility of Reverter and Lot C Covenants and Restrictions, dated March 17, 2009, and therefore holds fee simple title to LOT C free and clear of the Possibility of Reverter, but subject, however, to the Lot C Covenants and Restrictions.

4. TOWN USE. Hannaford acknowledges and agrees, notwithstanding anything to the

contrary as may be contained in the Lot C Covenants and Restrictions and/or the Lot C Deed, that Hannaford consents to the use of LOT C by the Town of York for customary municipal uses, including without limitation use as a police station and all uses and functions customarily incidental thereto, which use is confirmed hereby as permitted under the Lot C Covenants and Restrictions and the Lot C Deed. The use of LOT C as a public works facility or depot, long-term non-police Town vehicle and/or Town non-police equipment storage site, emergency medical service station, or fire station, or any prohibited use identified in Paragraph A of Section 4 of said Amendment to Possibility of Reverter and Lot C Covenants and Restrictions is, however, prohibited. In the event that use of Lot C shall be made by the Town in contravention of the foregoing consent, authorization and covenant, Hannaford shall have the right to enforce violations by the Town via injunctive relief in Superior Court of York County, Maine (or successor court of similar jurisdiction) as its sole remedy for breach. Hannaford shall, prior to any such enforcement action, provide written notice to the attention of the Town of York Town Manager of any alleged violation including supporting details along with a request for abatement of the violation alleged, and the Town shall have sixty (60) days from its receipt thereof to abate and cure such violations (plus such reasonable additional time to so cure provided that 60 days is not reasonably adequate to cure same despite commercially reasonable efforts ) to the reasonable satisfaction of Hannaford. In the event that the Town shall not timely and fully comply with any such request for abatement and should Hannaford later obtain injunctive relief consistent with the demand made in any notice to the Town, then Hannaford shall be awarded its costs and reasonable attorneys' fees in any such enforcement action. The Town of York acknowledges that Hannaford's right to seek injunctive relief shall not be waived or prejudiced by a failure to bring an action promptly upon a violation.

5. NOTICE ADDRESS. All notices and other communications to the Town of York as owner of LOT C pursuant to or required under the Lot C Covenants and Restrictions shall be addressed to:

Town of York  
Attention: Town Manager  
186 York Street  
York, Maine 03909

6. MISCELLANEOUS. Hannaford represents and confirms that it is the beneficiary of the

Lot C Covenants and Restrictions and that it holds and possesses the rights to enforce same and to grant this consent and confirmation. The provisions of the Lot C Covenants and Restrictions, as amended and modified by this Agreement, constitutes the entire agreement between the parties hereto with respect of the subject matter hereof. Except as set forth in this Agreement, all the provisions of the Lot C Covenants and Restrictions shall remain unchanged and in full force and effect. Once executed and recorded in the



York County Registry of Deeds, this Agreement may not be modified, altered or amended in any respect except by a writing executed by both parties and duly recorded in said Registry of Deeds.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Possibility of Reverter and Lot C Covenants and Restrictions as of the day and year first written above.

WITNESSES:

[Signature]

HANNAFORD BROS. CO., LLC

By: [Signature]

Its: Vice President Strategy  
Print Name: Peter Forester

[Signature]

TOWN OF YORK

By: [Signature]

Its: Town Manager  
Print Name: Stephen H. Burns

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

July 22, 2015

Personally appeared the above-named Peter Forester,  
Vice President of said HANNAFORD BROS. CO., LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said HANNAFORD BROS. CO., LLC.

Seal

Before me,

[Signature]

Notary Public/Attorney at Law Michelle M. Powell  
Print Name: Michelle M. Powell  
My Commission Expires: 04/08/2020

STATE OF MAINE  
COUNTY OF YORK, SS.

July 24, 2015

Personally appeared the above-named Stephen H. Burns,  
Town Manager of said TOWN OF YORK and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said municipal corporation.

Seal

Before me,

[Signature]

Notary Public/Attorney at Law  
Print Name: Melissa M. Avery  
My Commission Expires: 1/11/2017

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Amendment  
to  
Possibility of Reverter and Lot C Covenants and Restrictions  
*(Relevant to use restrictions retained by the Second Amendment)*

Doc# 2009011987  
Bk 15589 Pg 0192 - 0199  
Received York SS  
03/23/2009 11:32AM  
Debra L. Anderson  
Register of Deeds

**AMENDMENT  
TO  
POSSIBILITY OF REVERTER AND LOT C COVENANTS AND RESTRICTIONS**

THIS AMENDMENT TO POSSIBILITY OF REVERTER AND LOT C COVENANTS AND RESTRICTIONS ("Agreement") is made as of March 17, 2009, by and between **HANNAFORD BROS. CO.**, a Maine corporation having its principal office in Scarborough, Maine (hereinafter "Hannaford," and being a grantor and grantee for indexing purposes), and **AMERICAN LEGION, RAMSDELL - ROGER POST # 56**, a Maine non-profit corporation, with a mailing address of P.O. Box 35, York, Maine 03909 (hereinafter "AL-Post # 56" and also being a grantor and grantee for indexing purposes). For good and valuable consideration, including the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, Hannaford and AL-Post #56 hereby agree as follows:

1. **RECITALS.** Hannaford and AL-Post #56 acknowledge that this Agreement is made with reference to the following facts and objectives:

A. Hannaford is the developer of certain land shown and described on a plan prepared by Deluca-Hoffman Associates for Hannaford Bros. Co., entitled "U.S. Route 1 and Route 91, York, Maine; Final Subdivision Plan," dated April 1998 and recorded in the York County Registry of Deeds in Plan Book 245, Pages 3 and 4 (hereinafter the "Subdivision Plan"). Hannaford currently owns and operates a supermarket business on LOT A as described on the Subdivision Plan. Hannaford additionally owns and maintains the access road that serves the subdivision (formerly named Shop 'n Save Drive and now named "Hannaford Drive"), and the detention facility located on LOT D as described on the Subdivision Plan (the "Detention Facility").

B. AL-Post # 56 acquired LOT C as described on the Subdivision Plan, together with the nonexclusive right to use (without charge) Hannaford Drive and the Detention Facility (collectively, "LOT C"), pursuant to a certain Deed from Hannaford dated December 22, 2005 and recorded in the York County Registry of Deeds in Book 14730, Page 522 (the "Lot C Deed"). Hannaford granted the Lot C Deed as a charitable gift for AL-Post #56's sole use and enjoyment, subject to (i) two conditions and the possibility of reverter as more particularly described in clause (a) and clause (b) of the habendum of the Lot C Deed (the "Possibility of Reverter"), and (ii) certain covenants and restrictions more particularly described in EXHIBIT A attached to the Lot C Deed (the "Lot C Covenants and Restrictions").

C. Hannaford has approved, and AL-Post #56 has commenced construction of, a banquet and lounge facility on LOT 6. Such construction has satisfied the

HBC

contingency described in clause (a) of the habendum of the Lot C Deed.

D. AL-Post #56 has now requested Hannaford to modify the Possibility of Reverter and Lot C Covenants and Restrictions in order to permit AL-Post #56 to grant a mortgage on LOT C to secure institutional financing for the building being constructed thereon. Hannaford is willing to facilitate such financing upon the terms and conditions set forth herein.

2. PERMITTED MORTGAGES. AL-Post #56 agrees that it will not hereafter grant any mortgages or deeds of trust that encumber LOT C, without Hannaford's prior written consent; excepting, however, that Hannaford hereby agrees that AL-Post #56 shall have the right, without further consent, to grant a first mortgage to an institutional lender to secure a sum not to exceed eighty percent (80%) of the fair market value of LOT C, including the buildings and improvements thereon, plus interest thereon and the reasonable costs of enforcement of such mortgage and any note secured thereby (such a mortgage is hereinafter referred to as a "Permitted Mortgage"), provided that consent shall be required if any then existing mortgage is not discharged upon the granting of the Permitted Mortgage. Hannaford further agrees that it will not unreasonably withhold consent to any non-institutional or other mortgage on LOT C, provided that the total principal sums secured by all mortgages encumbering Lot C shall be limited to eighty percent (80%) of the fair market value of LOT C, including the buildings improvements thereon. For purposes hereof, the term "mortgage" shall include mortgages, deeds of trust or other similar instruments and all modifications, extensions, renewals and replacements thereof, and advances thereunder; and the term "institutional lender" shall mean a bank, trust company, savings and loan association, credit union, insurance company, or other mortgage lending institution whose loans are regulated by the state or federal government or which has a net worth of not less than One Hundred Million Dollars (\$100,000,000.00).

3. NOTICE OF ENFORCEMENT OF PERMITTED MORTGAGES. The holder of any Permitted Mortgage shall give Hannaford not less than thirty (30) days prior written notice of any foreclosure sale or other sale or transfer of its interest in LOT C, whether public or private, in order that Hannaford shall have the opportunity to bid or offer to purchase LOT C. The foregoing shall not apply to a bona fide transfer of the Permitted Mortgage together with the debt secured thereby (unless for the purpose of acquiring the land by enforcement of the same).

4. RIGHTS OF PERMITTED SUCCESSORS. Any person acquiring LOT C pursuant to foreclosure, foreclosure sale, deed in lieu of foreclosure, or other enforcement action taken in good faith by the holder of a Permitted Mortgage, including the holder thereof (or its affiliate), and the successors and assigns of any such person (collectively, "Permitted Successors"), shall acquire fee simple title to LOT C, free and clear of the Possibility of Reverter, but subject, however, to the Lot C Covenants and Restrictions. Notwithstanding the foregoing, insofar as they apply to Permitted Successors, the Lot C Covenants and Restrictions shall be deemed amended and modified as follows:

A. Uses of Lot C. Notwithstanding anything to the contrary set forth in the Lot C Deed, in addition to permitted veterans' organization uses, a Permitted Successor



may use Lot C for any office and/or retail use that is otherwise permitted by applicable laws and ordinances; *provided, however*, that in no event shall LOT C or any land adjoining LOT C be used or occupied (directly or indirectly) as: (1) a supermarket, grocery store, food store, convenience store, bakery, delicatessen, or store (or store department) that is engaged in the sale of food products intended for off-premises human consumption, including without limitation, perishable or nonperishable (whether fresh, frozen, processed or prepared) groceries, seafood, meat, poultry, fruit, vegetables, produce, dairy products, bakery products or any combination thereof, or (2) a drugstore, pharmacy (meaning any store, or department or counter within a store, which sells prescription medicines or drugs or any items requiring the presence of a registered pharmacist), or store primarily engaged in the sale of health and beauty aids, or (3) a so-called "dollar store" or store primarily engaged in the sale of merchandise that is promoted for sale and priced at one dollar or fixed price points, including by way of example and without limitation, those operated as *Family Dollar, Dollar General, and Dollar Tree*, or (4) any Prohibited Uses (as defined below). Notwithstanding the foregoing, take-out food may be served by restaurants, provided that "take-out food" shall not include pre-prepared meals (or portions of meals) which are intended to be taken home and heated (in whole or in part) prior to consumption. In no event shall LOT C be used or occupied for any of the following uses ("Prohibited Uses"):

- (i) Any use which involves the keeping of any animals or poultry.
- (ii) Any industrial uses, including, without limitation, any manufacturing, mining, smelting, rendering, brewing, refining, or chemical processing; or any activity which is unreasonably detrimental to the operation of a fresh food store because of the emission of noise, bright or flashing lights, smoke, odors, or dust.
- (iii) Any bar or establishment that sells alcoholic beverages for on-premises consumption, other than by a restaurant.
- (iv) Any facility for the sale or lease of motor vehicles, trailers or mobile homes.
- (v) Any flea market.
- (vi) Any church, temple, synagogue, mosque or other religious use.
- (vii) Any facility for the sale or display of x-rated, lewd or pornographic material (excepting materials typically displayed in supermarkets).
- (viii) Any massage parlor, funeral home, or gambling or off-track betting parlor.

B. Improvements. Section 5 (Improvements) of the Lot C Covenants and Restrictions shall continue in full force and effect following acquisition of LOT C by a Permitted Successor; *provided, however*, that Hannaford agrees that it will not unreasonably withhold its consent to the alteration of the buildings and improvements on LOT C or to the construction of new buildings and improvements. Without limitation, Hannaford may justifiably withhold consent if any proposed alterations or improvements would, in Hannaford's reasonable opinion, interfere with the free flow of traffic on Hannaford Drive or increase storm water runoff to the Detention Facility.

C. Common Area Maintenance Charges. Commencing upon acquisition of title to LOT C by a Permitted Successor, the Permitted Successor, and its successors and assigns, shall pay Hannaford its Proportionate Share (defined below) of the costs and expenses reasonably incurred by Hannaford in operating, insuring, maintaining, plowing, repairing and replacing Hannaford Drive (including the lighting and drainage systems appurtenant thereto) and the Detention Facility ("Common Area Maintenance Charges"). The Permitted Successor's "Proportionate Share" shall be a fraction, the numerator of which is the floor area of the building(s) upon LOT C and the denominator of which is the total floor area of all of the buildings upon LOTs A through D as described on the Subdivision Plan, as modified from time to time. The Permitted Successor shall pay its Proportionate Share of the Common Area Maintenance Charges as follows: Hannaford shall determine the Common Area Maintenance Charges for each successive three-month period (quarterly) following the date the Permitted Successor acquires LOT C or for such longer period, up to twelve months, as may be elected by Hannaford (a "Billing Period"). Promptly after the end of the first Billing Period and after each Billing Period thereafter, but in no event more than 120 days after the Billing Period, Hannaford shall make a determination of the Permitted Successor's share of said costs for the immediately preceding Billing Period, and shall submit to the Permitted Successor a reasonably detailed statement thereof, together with photocopies of all supporting invoices (the "CAM Statement"). The Permitted Successor shall pay its Proportionate Share as set forth on the CAM Statement within thirty (30) days after receipt of the CAM Statement.

D. Permitted Mortgages. Sections 2 and 3 of this Agreement shall not apply to Permitted Successors.

E. Right of First Offer. If a Permitted Successor shall desire to sell LOT C to any person (except as provided below), then the Permitted Successor shall give written notice to Hannaford setting forth the terms and conditions upon which the Permitted Successor proposes to sell LOT C, which notice shall constitute an offer by the Permitted Successor to sell LOT C to Hannaford on the terms and conditions set forth in said notice. Hannaford may then accept such offer by giving written notice of such acceptance within thirty (30) days after receipt of the written offer by the Permitted Successor. The acceptance by Hannaford of such offer shall be deemed to create a binding agreement between the Permitted Successor and Hannaford for the sale of LOT C on the terms and conditions set forth in the offer without need for any further instrument or agreement, which purchase and sale shall be consummated by a closing to be held within thirty (30) days after acceptance of the offer. If Hannaford shall fail to accept any offer from the Permitted Successor made in accordance herewith, the Permitted Successor may sell LOT C described in such offer to any other party; provided, however, that (1) such sale shall be subject to the Lot C Covenants and Restrictions (as modified by this Agreement) including this provision with respect to any future sales, and (2) the Permitted Successor shall not sell LOT C to another party on terms and conditions more favorable than those offered to Hannaford without first re-offering LOT C to Hannaford on the more favorable terms and conditions, which reoffer shall remain open for a period of twenty (20) days and may be accepted by Hannaford in the manner provided herein with respect to the



original offer. The Permitted Successor agrees, during the term of this Lease, that the Permitted Successor shall not subdivide LOT C or offer to sell any portion other than the whole of LOT C. The foregoing provisions of this Paragraph E shall not apply to a conveyance of LOT C to a corporation or entity that is owned and controlled by the Permitted Successor or to the spouse or child of the Permitted Successor; nor shall this Paragraph E apply to either a mortgage deed given by the Permitted Successor to a bona fide lender or to any foreclosure, foreclosure sale, deed in lieu of foreclosure, or other enforcement action taken by the holder of such a mortgage.

5. **BREACH.** In the event of breach or threatened breach of this Agreement, a party shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach, including without limitation an action for monetary damages and/or injunctive relief. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed. A party shall not be deemed to be in breach of this Agreement unless it shall have received notice of breach from another party and shall have failed to cure same within thirty (30) days after such notice.

6. **NOTICES.** All notices and other communications required hereunder shall be deemed to have been given on the day following the day when sent by certified mail or registered mail, return receipt requested, postage prepaid, or by a reputable overnight delivery service that provides a receipt of delivery, provided it is addressed as follows: If intended for Hannaford, the same shall be addressed to Hannaford Bros. Co., Attn: Real Estate Dept. (MS6000), at P.O. Box 1000, Portland, Maine 04104 (if by US Mail) or at 145 Pleasant Hill Road, Scarborough, Maine 04074 (if by delivery service); and if intended for AL-Post #56, the same shall be addressed to AL-Post #56 at P.O. Box 1211, York Beach, Maine 03910 or at the LOT C street address; or at such other address or addresses as either party may hereafter designate by notice to the other.

7. **PARTIAL INVALIDITY.** If any provision, or portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **ENTIRE AGREEMENT.** The provisions of the Lot C Deed, as amended and modified by this Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Except as set forth in this Agreement, all the provisions of the Lot C Deed shall remain unchanged and in full force and effect. Once executed and recorded in the York County Registry of Deeds, this Agreement shall may not be modified, altered or amended in any respect except by a writing executed by both parties and duly recorded in said Registry of Deeds.

9. **REPRESENTATIONS.** Hannaford represents to AL-Post #56 that it has not transferred its interest in LOT A to any other party and that it is duly authorized to enter into this Agreement. AL-Post #56 represents to Hannaford has not transferred its interest in LOT C to any other party and that it is duly authorized to enter into this Agreement, except that it has granted a

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mortgage on LOT C to Universal Realty LLC, dated December 11, 2007, and recorded in the York County Registry of Deeds in Book 15346, Page 690. The parties acknowledge that Universal Realty LLC is not an “institutional lender”.

*[EXECUTION PAGE TO FOLLOW]*



IN WITNESS WHEREOF, the parties have executed this Amendment to Possibility of Reverter and Lot C Covenants and Restrictions as of the day and year first written above.

WITNESSES:

HANNAFORD BROS. CO.

Deborah W. Deery

By: [Signature]  
Its: Lisa R. Miller  
Print Name: Vice President

AMERICAN LEGION, RAMSDELL - ROGER  
POST # 56

[Signature]

By: [Signature]  
Its: Commander  
Print Name: Gene Lemay

STATE OF MAINE,  
COUNTY OF CUMBERLAND, SS.

March 18, 2009

Personally appeared the above-named Lisa R. Miller, Vice President of said HANNAFORD BROS. CO., and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said HANNAFORD BROS. CO.

Before me,

SEAL

YVONNE M. DRAUSCHKE  
Notary Public, Maine  
My Commission Expires February 12, 2016

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MAINE,  
COUNTY OF YORK, SS.

March 17, 2009

Personally appeared the above-named Gene Lemay, Commander of said AMERICAN LEGION, RAMSDELL - ROGER POST # 56, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said corporation.

Before me,

[Signature]  
Notary Public  
Print Name: CRYSTAL BOURQUE  
My Commission Expires OCTOBER 4, 2011

**JOINDER OF MORTGAGEE**

UNIVERSAL REALTY, LLC, a Maine limited liability company, holder of a mortgage from American Legion, Ramsdell - Roger Post # 56, dated December 11, 2007, and recorded in the York County Registry of Deeds in Book 15346, Page 690, hereby joins in the foregoing *Amendment to Possibility of Reverter and Lot C Covenants and Restrictions* as of the day and year first written above.

WITNESSES:

UNIVERSAL REALTY, LLC

Holly Sponsbr

By: [Signature]  
Its: Member  
Print Name: Whitney Drake

STATE OF MAINE,  
COUNTY OF York, SS.

March 18, 2009

Personally appeared the above-named Whitney Drake,  
of said UNIVERSAL REALTY, LLC, and acknowledged the  
foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of  
said corporation

Before me,

[Signature]  
Notary Public  
Print Name Stephen LaPointe  
My Commission Expires: January 23, 2010  
STEPHEN LAPOINTE  
Notary Public, Maine  
My Commission Expires January 23, 2010

SEAL

END OF DOCUMENT

Return to:

Ballou & Bedell  
Attorneys at Law  
408 U.S. Route One  
York, ME 03909

Op E

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Ballot Question  
Original Police Station Project  
*May 2011 Budget Referendum – Article 38*

### **ARTICLE THIRTY-EIGHT**

Shall the Town (1) approve the design and construction of the proposed Public Safety Building (the "Project") (2) appropriate a sum not to exceed \$6,810,539 for the costs of this project; and (3) to fund this appropriation (a) re-appropriate up to \$350,000 of unused proceeds from the sale of the Town of York, Maine \$8,624,500 aggregate principal amount of 2010 General Obligation Bonds dated July 1, 2010 to fund a portion of the costs of this Project; and (b) authorize the Treasurer and the Chairman of the Board of Selectmen to issue, at one time or from time to time, general obligation securities of the Town of York, Maine, including temporary notes in anticipation of the sale thereof, in an aggregate principal amount not to exceed \$6,460,539 with the discretion to fix the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities against payment therefore, and to provide for the sale thereof, to be delegated to the Treasurer and the Chairman of the Board of Selectmen? **This article appropriates \$145,362 from taxation which is the estimated first year cost of interest and financing.**

**Statement of Fact:** This article would approve funding for the proposed Police Station building project. The Municipal Building Committee has worked with SMRT Architects to develop a project plan for a Police Station building that meets the size, design, and budget needs of the Town. Revisions have been made to the building program which have significantly reduced original project costs.

#### **Total Town Indebtedness:**

A. Bonds outstanding and unpaid	\$ 22,322,866
B. Bonds authorized and un-issued	0
C. Bonds to be issued if the Article is approved	<u>6,460,539</u>
Total	\$ 28,783,405

#### **Costs:**

At an estimated interest rate of 4.50% for a twenty (20) year maturity, the estimated cost of the bond issue will be:

Principal	\$ 6,460,539
Interest	<u>3,197,967</u>
Total Debt Service	\$ 9,658,506

Total estimated project costs including debt service: \$ 9,658,506

Validity: The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

S/ Margaret M. McIntosh, Town Treasurer

Budget Committee recommends approval (6-0)

Board of Selectmen recommends approval (4-0)

1438  
YES ☐  
NO ☐ 951

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Ballot Question  
Transition Police Station to 9 Hannaford Drive  
*July 2015 Special Budget Referendum – Article 1*

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### **QUESTION 1**

Shall the Town (1) authorize the purchase of the property at 9 Hannaford Drive and approve the design and construction of renovations to the existing site and building for use as a public safety building (the "Project"); (2) appropriate a sum not to exceed \$3,900,000 for the costs of this Project; and (3) to fund this appropriation use funds borrowed by the Town pursuant to the authority provided by Article 38 of the May 21, 2011 referendum which approved the "Public Safety Building" project and authorized the issuance of municipal bonds therefor.

**Statement of Fact:** This article would approve funding for the acquisition of the property from the American Legion for conversion to a Town police station. The cost of the property purchase is \$1,200,000, and up to the remaining \$2,700,000 of funds would be utilized to convert the building and site for use as the Town's police station. Funds not utilized for the property at 9 Hannaford Drive would remain for use at the York Beach site to construct the road and site improvements, stabilize the former construction site and remediate violations. The Board of Selectmen shall still require satisfaction of all due diligence tasks before closing on this property.

Budget Committee recommends approval (7-0)

Board of Selectmen recommends approval (5-0)

**YES** 858 ☐

**NO** 168 ☐

**BLANKS** ,2

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Ballot Question  
Accept Hannaford Drive as a Town Road  
*November 2015 General Referendum – Article 16*

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**SIXTEEN:** Shall the Town, pursuant to 23 MRSA Sec. 3025, accept fee simple title to a road known as **Hannaford Drive** and described as shown on a plan entitled "As built Plan, Hannaford Drive, York, Maine" and dated October 23, 1998.

**Statement of Fact:** The Town acquired the property at 9 Hannaford Drive for a new Police Station in July 2015. As part of the Town's negotiations to allow a police station at this location it was agreed to propose to the voters that Hannaford Drive be accepted as a public road. The Department of Public Works inspected Hannaford Drive in June 2015 and determined that the street met the Town's Public Road Acceptance Ordinance at the time the subdivision was built. The Department recommends formal acceptance of Hannaford Drive as a public way.

Board of Selectmen recommends approval (5-0)

☐ YES 2562  
☐ NO 261