

# **YORK PUBLIC LIBRARY**

## **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.

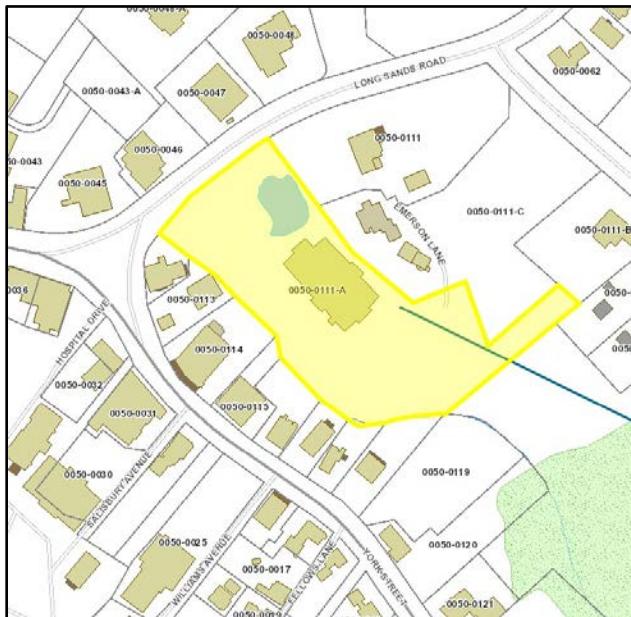


**July 5, 2022**

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## YORK PUBLIC LIBRARY

Location. 15 Long Sands Road.



Town Interest. The York Public Library Association, Inc., is a non-profit corporation which owns and operates the public library. The Corporation is independent of the Town, though there is a close relationship and there are written agreements between the two organizations.

It appears the Association was created in 1922 when people wanted to construct the Town's first library building. The corporation was formed to facilitate that process, and the Town did help pay for that first library building but apparently had no ownership interest in it.

York eventually outgrew the capacity of the original library building, located at 172 York Street. The new building, located at 15 Long Sands Road, was built and opened in 2001.

### Deed References.

- Book 10761, Pages 88-90 (property reversion agreement, June 2001)
- Book 11211, Pages 50-52 (drainage easement, May 2001)

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### Other Information:

- At the time the new library building was constructed, the matter of financial participation by the Town in that construction project was controversial. There is extensive documentation about if and how the funds were to be released to the York Public Library Association. It seems unnecessary to capture all that information in this document as it is only of historical interest at this point, but there is some lingering angst to this day about the relationship. One upshot of this concern, however, is a recorded reversion agreement about the property in the event the York Public Library Association ever voluntarily or involuntarily were to dissolve or risk losing the property and building. The Town would be the recipient of the property in such circumstances (copy of recorded agreement included herein).
- The Town funds a significant portion of the York Public Library's operating budget. Recently, it has funded about 2/3rds of the operating budget though the actual amount varies by year. There is traditionally a single warrant article decided by the voters at the Budget Referendum each May. It is important to note that the Library has special status in the Town of York Home Rule Charter - it is treated like a municipal department rather than an outside agency (see specifically Article II, Section 14.C). In practical terms, this means that the annual budget request, if rejected by voters, reverts to the prior year's budget allocation. A rejected vote for an outside agency would mean no funding at all. This Charter provision was an amendment dating to November 4, 1997.
- The first reference to historical funding by the Town of a public library function is found in the 1916 Town Report. It appears to have been an annual appropriation ever since.
- This property has a history of use as off-street public parking for York Village that pre-dates the Library at this location. In the Purchase and Sale (P&S) Agreement between the Vieles and the York Public Library Association, the conveyance was made subject to an existing parking lease between Nancy Viele and the York Village Parking Association (copy included herein). That lease is part of the P&S Agreement, and it provides the address of the York Village Parking Association, Inc., as P.O. Box 9, York, Maine. That was the Town's mailing address, which is interesting. Regardless, it appears there was a mutual understanding that public parking was part of the intention of the development of the Library site. It's not clear what happened to the York Village Parking

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Association. It is not currently listed (as of July 5, 2022) on the IRS listing of non-profit entities in York, York Harbor, York Beach or Cape Neddick, Maine. It likely went away when the public parking provisions were negotiated in the agreement between the Town and Library. Further research would be interesting.

It should also be noted that the number of spaces dedicated exclusively to the Library versus the general public changed, from *40 library/64 public* originally to *32 library/70 public* in the 2014 MOU. The reason for this change is unclear at this time, but it indicates that the numbers are subject to negotiation.

- There is a 10-year renewable Memorandum of Understanding (MOU, copy included herein) which spells out the functional working relationship of the Library and the Town relating to the property and facilities. The intention is to have a high degree of cooperating and coordination to benefit the community. This agreement will need to be renewed by August 2024.

This agreement spells out the day-to-day responsibilities relating to meeting rooms, parking, snow removal, landscaping and pond maintenance.

- For the most part, this agreement involves operational expenses of the Parks & Recreation Department and the Department of Public Works.
- To date the Town has not enacted any rules or regulations about parking, though this is called for in the MOU. The mechanism for the Selectboard to do this is through the Traffic Safety Ordinance.
- The division of parking lot maintenance costs between the Library (31%) and Town (69%) means there could be capital improvements that are to be reflected in the Town's 5-year capital program. If such improvements need to be financed, this should likely be accomplished with taxable (as opposed to tax exempt) bonds because this relates to infrastructure on property owned by an outside entity – a circumstance known as private business use. At the very least, the Town's bond counsel should be consulted.
- Snow storage between Long Sands Road and the pond, though referenced in Section 5 of the MOU, may be an issue moving forward. This area is a snow dump for the Village, not just for snow removed from the Library parking lot. It is questionable whether continuation of this snow dump is consistent with a conservation easement held by the York Land Trust.

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Research into the history of this use and of the easement is required to know for certain.

- Pond maintenance, addressed in Section 9 of the MOU, is of vital importance because much of the Village drains to this pond. To the extent the pond is receiving sediment and pollutants, such impacts must be mitigated to maintain proper function and health of the pond. This matters for the Library as well because the pond surface is not far below the first floor elevation.

Bond-Related Restrictions	No longer applicable
Land & Water Conservation Fund Restrictions	Not applicable
National Historic District	Yes - York National Historic District
Local Historic District, Landmark or Site	Yes - Village Center Local Historic District
In the Urbanized Area	Yes

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Agreement between  
Town of York  
And  
York Public Library Association

*February 23, 2000*



# Town of York

186 York Street  
York, Maine 03909-1314

Town Manager/  
Selectmen  
(207)363-1000

Town Clerk/  
Tax Collector  
(207)363-1003

Finance/  
Treasurer  
(207)363-1004

Code  
Enforcement/  
Planning  
(207)363-1002  
(207)363-1007

Assessor  
(207)363-1005

Police Department  
(207)363-1031

Dispatch  
(207)363-2557

York Beach Fire  
Department  
(207)363-1014

York Village Fire  
Department  
(207)363-1015

Public Works/  
Harbor Master  
(207)363-1010

Senior Center/  
General Assistance  
(207)363-1036

Parks and  
Recreation  
(207)363-1040

Grant House  
(207)351-1204

Fax  
(207)363-1009  
(207)363-1019

[www.york.maine.org](http://www.york.maine.org)

February 23, 2000

Charles T. Lawton, Pres.  
York Public Library Association  
172 York Street  
York, Maine 03909

## Re: Library Financing and Construction

Dear Mr. Lawton:

This document will act as a letter of intent to set forth the essential points of the agreement between the Town of York ("Town") and the York Public Library Association ("Library") regarding the funding, acquisition, and use of a certain parcel of real property situated on Long Sands Road in the Town of York comprising all of Lot 111A and portions of 111 and 111C as shown on the Town of York Tax Map 50, now subject to a Purchase and Sale Agreement by and between the Library and S. Thompson Viele and Nancy E. Viele ("Sellers"), and on which the Library intends to construct and operate a new library facility. By my signature below, and by yours in acceptance hereof, we indicate our agreement to and acceptance of the obligations set forth in this letter ("Agreement") as well as our commitment to the arrangements and performance of the terms described herein. This Agreement shall serve as a good faith commitment by both parties to proceed with all transactions described herein or contemplated hereby.

1. **Ownership by Library.** Either before or after taking title to the above described parcel, Library agrees to structure its ownership of said parcel so as to ensure that if Library is ever dissolved, or abandons the Library at this location, then title to all of the above-described land, together with improvements and unencumbered contents of the building will pass to the Town. Library agrees to work with Town to re-title the property and/or execute any documents deemed necessary to enforce this condition.
2. **Financing.** Town will seek approval from the voters at the next regularly scheduled Town Meeting to provide \$1.3 million of financing to Library for the construction of the new library facility, to be made available to the Library upon a demonstration satisfactory to the Selectmen that financing is adequate to complete construction of the project as proposed.
3. **Plan Review Authority.** Library shall allow Town to review the development plans for the library facility. The Library shall provide Town with copies of all plans reflecting Library's proposed development plan for the facility as soon as is practicable.
4. **Use Agreement.** Prior to completion of construction, Town and Library will enter into a separate contractual arrangement granting to Town certain rights of usage and

York Library Association  
Attention: Charles T. Lawton  
January 31, 2000  
Page 2 of 2

management authority with respect to certain portions of the library facility. In addition to other rights which may be set forth in this contract, these rights shall at a minimum include the following:

A. All parking for the new library shall be operated and regulated by the Town for municipal parking purpose, provided however, the Library shall at all times be entitled to the free and exclusive use of not less than forty (40) parking spaces to be located in close proximity to the entrance of the facility.

B. Town shall have the priority use of a meeting room having seating for not less than forty (40) people and the right to permanently locate desks, public access equipment and other furniture/equipment necessary for the conduct of public meetings. Additionally, the room so designated for this purpose shall be capable of being expanded to accommodate at least one hundred forty (140) people. This additional capacity shall be available through a first come, first served reservation system administered by the library.

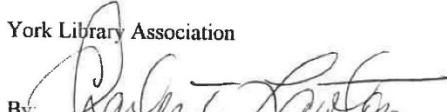
The Board of Selectmen understand that this letter of intent is only valid if funding for the Library is approved by Town Voters. Please indicate your acceptance of this Agreement and commitment to the performance requirements set forth herein by signing both copies of this letter and returning one to our attention and retaining the other for your files.

Sincerely,

Town of York

By:   
Mark Green, Town Manager

Seen, Agreed to and Accepted this 29 day of February, 2000.

York Library Association  
By:   
Charles T. Lawton  
President, Duly Authorized

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## Drainage Easement Deed

*March 1, 2001*

BK 11211 PG 050  
DRAINAGE EASEMENT DEED

069094

**YORK PUBLIC LIBRARY ASSOCIATION**, a Maine corporation with a mailing address of 172 York Street, York, Maine 03909, County of York, State of Maine, does hereby give, grant and convey unto **THE INHABITANTS of the TOWN of YORK**, a permanent easement for the sole and exclusive purpose of installing, maintaining and repairing a drainage swale, or culvert over, through and under land of the Grantors situated in the Town of York, County of York and State of Maine, more particularly bounded and described on attached Schedule A.

By acceptance of this easement the Grantee agrees to maintain and repair the easement as needed and to revegetate the area after any installation or repair.

Dated at York, Maine this 1st day of March, 2001.

**YORK PUBLIC LIBRARY ASSOCIATION**

By: Charles Lawton  
Charles Lawton,  
Its President

Witness  
Sidney Donahue

March / , 2001

Then personally appeared the above-named, **Charles Lawton, President of YORK PUBLIC LIBRARY ASSOCIATION**, and acknowledged the foregoing instrument to be his free act and deed and the deed of said Corporation.

Before me,

Nancy C. Donahue  
Notary Public/Attorney-at-Law

NANCY C. DONAHUE  
Notary Public, Maine  
My Commission Expires: Jan. 7, 2006

SCHEDULE A

Beginning at a point on the southerly sideline of Long Sands Road at a  $\frac{1}{2}$  inch iron pipe and northerly corner of land now or formerly of Crystal & Arthur Kyricos, said point being the POINT OF BEGINNING;

THENCE, South 57 degrees - 53 minutes - 25 seconds East, a distance of 49.58 feet to a point;

THENCE, North 79 degrees - 01 minutes - 18 seconds East, a distance of 18.78 feet to a point;

THENCE, South 28 degrees - 37 minutes - 14 seconds East, a distance of 99.03 feet to a point;

THENCE, South 26 degrees - 59 minutes - 02 seconds East, a distance of 78.76 feet to a point;

THENCE, South 13 degrees - 37 minutes - 07 seconds West, a distance of 15.51 feet to a point;

THENCE, South 19 degrees - 15 minutes - 02 seconds East, a distance of 49.41 feet to a point;

THENCE, South 21 degrees - 55 minutes - 02 seconds East, a distance of 51.66 feet to a point;

THENCE, South 33 degrees - 13 minutes - 02 seconds East, a distance of 104.14 feet to a point;

THENCE, South 43 degrees - 10 minutes - 02 seconds East, a distance of 15.39 feet to a point;

THENCE, South 78 degrees - 48 minutes - 02 seconds East, a distance of 43.39 feet to a point;

THENCE, South 81 degrees - 00 minutes - 02 seconds East, a distance of 116.61 feet to a point at the land now or formerly of MH Parsons & Sons;

THENCE, South 65 degrees - 37 minutes - 25 seconds West along said Parsons land, a distance of 21.06 feet to a point;

THENCE, along land now or formerly of Carter, Campbell, Karoutas & Georgakalis, Record, Ciampa, VSH Realty, Inc, and said Kyricos the following courses:

BRITZI P6052

THENCE, North 69 degrees - 59 minutes - 37 seconds West, a distance of 8.29 feet to a point;

THENCE, North 81 degrees - 00 minutes - 02 seconds West, a distance of 91.08 feet to a point;

THENCE, North 78 degrees - 48 minutes - 02 seconds West, a distance of 46.80 feet to a point;

THENCE, North 43 degrees - 10 minutes - 02 seconds West, a distance of 19.47 feet to a point;

THENCE, North 33 degrees - 13 minutes - 02 seconds West, a distance of 106.00 feet to a point;

THENCE, North 21 degrees - 55 minutes - 02 seconds West, a distance of 52.88 feet to a point;

THENCE, North 19 degrees - 15 minutes - 02 seconds West, a distance of 49.64 feet to a point;

THENCE, North 26 degrees - 59 minutes - 02 seconds West, a distance of 38.90 feet to a point;

THENCE, continuing northwesterly along same said line, a distance of 50.00 feet to a point;

THENCE, North 28 degrees - 37 minutes - 14 seconds West, a distance of 87.17 feet to a point;

THENCE, South 60 degrees - 07 minutes - 46 seconds West, a distance of 19.50 feet to a point;

THENCE, North 31 degrees - 06 minutes - 14 seconds West, a distance of 61.00 feet to a point at the POINT OF BEGINNING.

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2001 DEC 17 PM 3:09

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## Recorded Property Agreement

*June 11, 2001*

BK 10761 PG 088

032843

**AGREEMENT**

Agreement made the 11 day of June, 2001 by and between the York Public Library Association, hereinafter called the "LIBRARY" and The Inhabitants Of The Town of York, hereinafter called the "TOWN".

**WITNESSETH**

WHEREAS, the LIBRARY and the TOWN have worked in a cooperative fashion since 1915 to provide free public library services to the TOWN; and

WHEREAS, the LIBRARY has acquired land under a certain deed dated March 31, 2000 and recorded in the York County Registry of Deeds in Book 9957, Page 147, hereinafter called the "PROPERTY" and has undertaken a construction project to provide a new public library, community meeting rooms and a municipal off-street parking area on the PROPERTY; and

WHEREAS, the TOWN has approved the expenditure of 1.3 million dollars as the municipal contribution towards the construction of this project; and

WHEREAS, both parties desire to confirm that the PROPERTY is to be used and maintained in perpetuity for library and other municipal purposes only;

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual promises and covenants contained herein and in an effort to maintain the spirit of public/private cooperation embodied in the long history between the TOWN and the LIBRARY, it is agreed as follows:

1. In the event of the voluntary or involuntary dissolution of the LIBRARY or the LIBRARY abandons the PROPERTY or defaults on any financial obligation to which the PROPERTY is pledged as security, then in any such event, the LIBRARY shall convey to the TOWN all of the LIBRARY'S right, title and interest in and to the PROPERTY together with any buildings, improvements constructed thereon, and unencumbered contents to the extent permitted by law.

2. The TOWN agrees, in the event of such occurrences, to accept conveyance of the PROPERTY subject to approval by the voters of the Town of York.

BK10761PG089

3. It is understood and agreed that this Agreement satisfies the obligations and provisions set forth in numbered paragraph 1 of a certain letter from the TOWN to the LIBRARY, dated February 23, 2000.

4. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

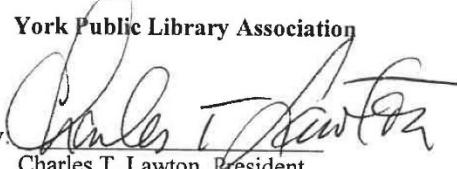
In WITNESS WHEREOF, this Agreement has been duly executed by the parties thereto.



Witness

**York Public Library Association**

By:



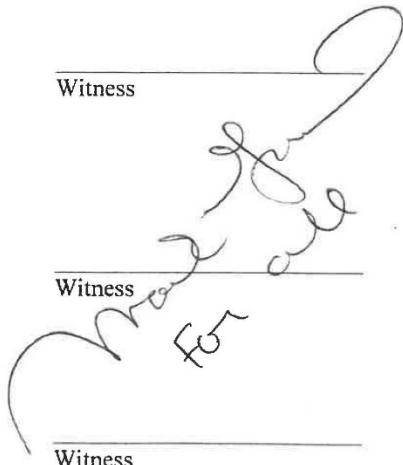
Charles T. Lawton, President  
York Public Library Association

Dated: June 6, 2001

Witness

Witness

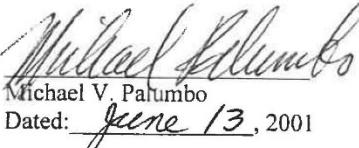
Witness



Mark Green

**Board of Selectmen**

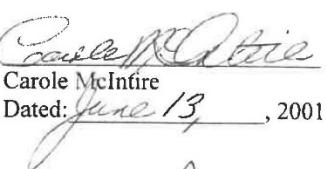
By:



Michael V. Palumbo

Dated: June 13, 2001

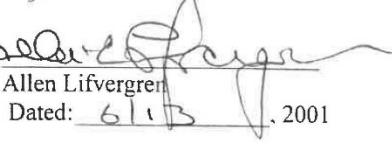
By:



Carole McIntire

Dated: June 13, 2001

By:



Allen Lifvergren

Dated: 6/13, 2001

BK 10761 PG 090

Witness

Witness

mark Green

By:

Barry Maddix

Dated: 6/14, 2001

By:

Michelle Moody

Dated: 6/14, 2001

STATE OF MAINE  
YORK, ss.

June 6, 2001

Then personally appeared the above named Charles T. Lawton, President of the York Public Library Association and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said York Public Library Association.

Before me,

Pauline A. Smith, Notary Public  
State of Maine  
MY COMMISSION EXPIRES 9/11/04

Pauline A. Smith

Notary Public

STATE OF MAINE  
YORK, ss.

June 18, 2001

Then personally appeared the above named Michael V. Palumbo, Chairman of the Board of Selectmen of the Town of York and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Board of Selectmen of the Town of York.

Before me,

Rosemarie Avery  
Notary  
State of Maine  
Commission Exp: 9-16-03

Rosemarie Avery  
Attorney-at-Law/Notary Public  
My commission expires:

RECEIVED YORK S.S.

2001 JUL -2 P 2: 51

ATTEST: Lois M. Please  
REGISTER OF DEEDS

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**Town of York – York Public Library**  
**Memorandum of Understanding**

*August 11, 2014*

# YORK PUBLIC LIBRARY

*Engaging the Community*

**Town of York-York Public Library  
Memorandum of Understanding  
August 11, 2014**

This document shall serve as a joint operational ten-year renewable agreement between the Town of York (Town) and the York Public Library Association (Library). The initial joint agreement shall be for a ten year period and shall be subject to renewal by both parties. Pursuant to an agreement by the Town and the York Public Library dated June 11, 2001 and recorded in the York County Registry of Deeds at Book 10761, page 88, the Library shall convey all of the Library property to the Town upon dissolution of the Library or abandonment of the property by the Library.

This agreement supersedes the "Library Financing and Construction" agreement (letter of intent) signed by the Town and Library, dated February 22, 2000.

1. *Ownership by Library* – The Library building, building contents (except for the Selectmen's desk and television recording equipment in the Community Room), parking lot, and grounds are under sole ownership of the Library.
2. *Use of Meeting Rooms* – The Town shall have priority reservations for meeting rooms for certain evenings. The Town shall also have use of meeting rooms within the Library at other times subject to availability. The Library staff shall handle all room reservations.
3. *Parking Spaces* – All parking at the Library shall be administered jointly by the Library and the Town. The Library shall have exclusive use of thirty-two (32) parking spaces, to be specifically designated as such and located in close proximity to the entrance of the facility. The remaining seventy (70) spaces shall be available for use by the Town as municipal parking.
4. *Regulations* – The Town and Library shall jointly establish and enforce regulations for the use of driveways and parking spaces at the Library. Enforcement of any ordinances shall be the responsibility of the Town.
5. *Snow Removal* – The Town shall be responsible for snow removal services for all driveways, parking spaces and sidewalks. Snow will be stored on Library property within a clearly defined area along Long Sands Road. After the snow melts, the Town shall be responsible for cleaning up any snow related debris. In extreme situations, snow may also be stored in the area beyond the outside sidewalk edge of the lower parking lot.
6. *Parking Lot Maintenance* – The Town shall sweep the driveways and parking lot as needed on a schedule similar to municipal lots. The Town shall re-paint striping in the parking lot as needed. The Town shall empty trash containers located in the library parking lot on a schedule consistent with public parks.

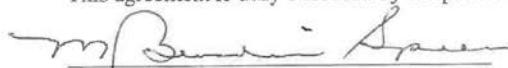
15 Long Sands Road • York, Maine 03909 • Phone 207.363.2818 • Fax 207.363.7250 • [www.york.lib.me.us](http://www.york.lib.me.us)

# Public Library

*Engaging the Community*

7. *Pavement* – The Town and Library shall jointly establish a pavement maintenance schedule to include crack repair, seal-coating, and repaving as needed. The Library will contribute 31% of the cost for said pavement maintenance. This proration is based on the distribution of parking spaces for municipal and Library use.
8. *Landscape* – The Town Parks and Recreation Department shall be responsible for maintaining the Library grounds, to include mowing and landscape maintenance. The Library shall be responsible for the cost of any additional plantings or landscape materials. Landscape planning will be done by the Town's head gardener.
9. *Pond Maintenance* – Under guidance of the York Land Trust, the Town and Library will work together to maintain proper functioning of the Library detention pond, which was designed to improve the quality of Stormwater runoff from Long Sands Road and the Library parking lot.

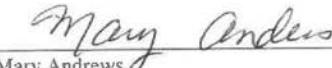
This agreement is duly executed by the parties thereto:



M. Bernadine Speers  
President, York Public Library Association

8-13-14

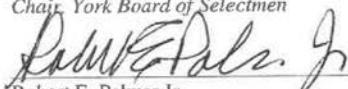
Date



Mary Andrews  
Chair, York Board of Selectmen

8-13-14

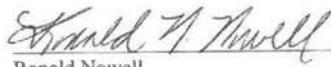
Date



Robert E. Palmer Jr.  
Vice Chair, York Board of Selectmen

8-13-14

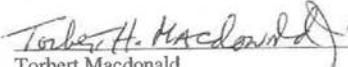
Date



Ronald Nowell  
Member, York Board of Selectmen

8-13-14

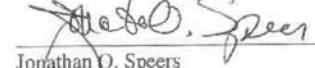
Date



Torbert Macdonald  
Member, York Board of Selectmen

8-13-14

Date



Jonathan O. Speers  
Member, York Board of Selectmen

8-13-14

Date

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**Ballot Question to Help Fund Library Construction**  
**Article 35**  
**May 2000 Budget Referendum**

### ARTICLE THIRTY-FIVE

Shall the Town vote to appropriate a sum not to exceed \$1,427,000. to acquire land for, and fund a portion of the design, construction costs and initial financing and issuance costs of a new public library on Long Sands Road in York; and, to fund this appropriation, (1) raise from taxation the sum of \$127,000.; and (2) authorize the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of York, in an aggregate principal amount not to exceed \$1,300,000., delegating to the Treasurer and Chairman of the Board of Selectmen the authority and discretion to fix the date(s), maturity(ies), interest rate(s), denomination(s), call(s) for redemption, form(s), and other details of said securities, including execution and delivery of said securities on behalf of the Town of York and to provide for the sale thereof?

Statement of Fact: If approved, this article would authorize the issuance of up to \$1,300,000. in bonds of the Town to provide financial assistance for the construction of a new public library and fund the costs of issuance of the bonds and the first year's financing costs of \$127,000. No bonds of the Town will be issued until the Board of Selectmen is satisfied that the York Public Library Association has raised all additional funds necessary to complete the construction of the new library.

### FINANCIAL STATEMENT

#### Total Town Indebtedness:

A. Bonds outstanding and unpaid	\$9,810,000.
B. Bonds authorized and unissued	\$15,980,000.
C. Bonds to be issued if the Article is Approved	\$1,300,000.
Total	\$27,090,000.

#### Costs:

At an estimated interest rate of 6%, the estimated cost of this bond issue will be:

Maturity:	20 Years
Principal:	\$1,300,000.
Interest:	\$ 819,000.
Total Debt Service	\$2,119,000.

#### Validity:

The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the above estimates, the ratification by the voters is nonetheless conclusive and the validity of the bonds is not affected by reason of the variance.

Margaret M. McIntosh  
Town Treasurer

Budget Committee recommends a NO vote (4-3). Selectmen recommend approval (3-1).

A YES vote authorizes an expenditure of \$1,300,000. A NO vote authorizes the previous year's appropriation of \$0.

YES

NO

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York Village Parking Association  
Lease of Viele Property

*June 29, 1995*

## PARKING LEASE

LEASE made as of this 1st day of July 1995, by and between Nancy E. Viele, 31 Long Sands Road, York, Maine 03909, herein referred to as the Lessor; and the York Village Parking Association, Incorporated, P.O. Box 9, York, Maine 03909, herein referred to as the Lessee.

1. LEASED PREMISES. Subject to the terms and conditions hereof, Lessor hereby leases to Lessees, and Lessee hereby leases from Lessor, the property, consisting of approximately 22,600 square feet of land in the Town of York, identified as Lot 111A (as amended) on Map 50 of the tax records of the Town of York (Hereafter the "Premises") and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

2. TERM. The term of this Lease shall be for five (5) years commencing on July 1, 1995 and ending June 30, 2000 (the "Lease Term"). The Lease shall automatically renew for successive five year terms provided that no less than six months prior to the expiration of the Lease Term or any Renewal Lease Term, the Lessor and the Lessees shall agree on the rent to be paid for the next Renewal Lease Term. Either party shall notify the other party in writing at least six months prior to the automatic renewal date, if that party does not intend to renew the Lease.

3. SURRENDER. Upon the expiration or sooner termination of this Lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear only excepted.

4. RENT. Lessee covenants and agrees to pay the Lessor the following amounts, on a monthly basis, during the term of the agreement:

- July 1, 1995 until completion of the parking lot improvements shown on Exhibit A. - \$875. monthly.
- Completion of the parking lot improvements until expiration of the initial five (5) year term of this Lease - \$1,200. monthly.
- A one time payment of \$500. will be made for the month of June.

5. MAINTENANCE AND REPAIR. Lessee shall at all times keep the Premises free of snow, except as otherwise provided herein, and properly maintained and in good order and repair, including without limitation attention to striping, landscaping, and signs, and shall keep the area well policed and clean, such that the parking lot shall enhance the townscape, and be neither a nuisance nor an eyesore to the neighboring premises. In addition, the Town of York shall

maintain and keep clear the existing drainage ditch on the southwesterly side of the Premises and shall provide and maintain such other drainage as may be needed to drain the Premises and the low area to the northeast of the Premises and immediately adjacent thereto, providing the Town is able to obtain any necessary permits therefor.

**6. ASSIGNMENT AND SUBLetting.** Lessee may assign this Lease with the Lessor's prior written consent and/or sublet the parking spaces or any of them in accordance with the terms of the Agreement to Establish the York Village Parking Association, Incorporated (the "Association Agreement"), dated July 1, 1995.

**7. DAMAGE OR DESTRUCTION BY FIRE, EMINENT DOMAIN OR CASUALTY.** In the event that the Premises or any part thereof shall be taken by eminent domain, or shall be so damaged or destroyed by fire or unavoidable casualty that the premises are thereby rendered unusable for their intended purposes, then either Lessor or Lessee may require reasonable modification of this Lease upon written notice to the other and the rent shall be diminished proportionately and prorated as of the date of such modification.

**8. NOTICE OF TERMINATION AND DEFAULT.** Lessee or Lessor may terminate this Lease for any reason upon twelve months written notice delivered to or sent by certified mail return receipt requested to the other party or parties, as the case may be.

Event of Default Defined. Each of the following shall be deemed an Event of Default:

- (i) if Lessee shall default in the payment of rent for thirty (30) days after that rent is due;
- (ii) if Lessee shall default in the performance or observance of any other covenant or condition of this Lease and such default shall continue unabated for 10 days after receipt of written notice of default by the Lessor;
- (iii) abandonment of the Premises by Lessee;

**9. ACCESS.** Access to and egress from the Premises shall be provided across two driving lanes originating at Long Sands Road, unless the parties agree to a different access. An additional access from Mr. Ciampa's adjacent property (Rick's Restaurant) in the approximate location shown on the Sketch Plan attached hereto as Exhibit A and incorporated herein by this reference (hereafter the "Sketch Plan") may be provided as well at the Lessor's expense.

**10. USE OF THE PREMISES.** The Premises shall be used only for a parking lot, as described herein, except as follows:

1. The Lessor shall have a right of access to Lessor's adjacent back lot across the two driveway lanes as shown on Exhibit A, provided such access shall not reduce the number of parking spaces available to Lessees and that use of the access right of way shall not affect Lessee's use of the Premises;
2. The Town of York may continue to deposit snow accumulated from its snow plowing operations during the winter months, provided that the Town shall use its best efforts to minimize interference with areas designated as parking spaces in the Sketch Plan as well as the Lessor's access to his adjacent property.
3. No overnight parking shall be permitted except as specifically approved by the Association or as authorized in the Association Agreement. Such authorization shall specifically prohibit loud or rowdy behavior in the parking lot.

**11. INSURANCE** Lessee shall maintain a policy of public liability insurance on the Premises, naming the Lessor as an additional insured, with at least \$300,000.00 of coverage. Lessee shall hold Lessor harmless from any and all losses, costs and expense of any kind whatsoever, that may result from the use of the Premises by the public or Lessee's employees or tenants, including without in any way limiting the generality of the foregoing, any and all claims for personal injury or property damage arising from or in any way connected with such use of the Premises. Lessee's obligation to indemnify and hold harmless Lessor does not extend to the use of the access right of way to Lessor's back lot (described in paragraph 10.1 hereof) by Lessor or Lessor's agents, employees, invitees, customers or guests and Lessor shall hold Lessee harmless from any and all losses, costs and expenses of any kind whatsoever that may result from the use of the access, including without in any way limiting the generality of the foregoing, any and all claims for personal injury or property damage arising from or in any way connected with use of the right of way for access to the Lessor's adjacent lot.

**12. SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**13. WASTE OR OTHER IMPROPER USE.** Lessee shall not suffer or commit waste or use or suffer or permit any part of the Premises to be used for any dangerous, noxious or offensive purpose, or for any purpose which may substantially reduce the value of the Premises. Lessee shall not suffer or permit,

and shall immediately abate any nuisance in or about the Premises and shall not overload, damage or deface the Premises.

**14. MECHANICS LIENS.** Lessee shall not create or permit to be created or to remain, and will promptly discharge any mechanic's, laborer's or materialman's lien upon the Premises, or any part thereof. Nothing herein contained shall be deemed or construed to constitute consent to, or request by, Lessor to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, repair or other work, nor empower Lessee to contract for or permit the rendering of any services or the furnishing of any materials which would give rise to, or permit the imposition of, a lien against the Premises.

**15. MEMORANDUM OF LEASE.** At the Lessee's request, the Lessor agrees to execute a memorandum of Lease that may be recorded in York County Registry of Deeds.

**16. NOTICE.** Any notice required to be given to Lessor or to Lessee shall be given at the addresses specified herein or at such other address as the Lessor or the Lessee may designate in writing. Notices shall be hand delivered or sent by certified mail return receipt requested.

**17. CHANGE OF THE LESSOR ENTITY.** Lessor, Nancy E. Viele, upon written notice to the Lessee may change the Lessor entity from that of an individual to that of a corporation, trust, partnership, or any other entity that does not obstruct any of the provisions of this Lease.

**18. NONWAIVER.** If any action by the Lessee shall require written Lessor's consent to or approval, Lessor's consent to or approval of said action on any one occasion shall not be deemed a consent to or approval of any other action on the same or a subsequent occasion.

**19. LEASEHOLD IMPROVEMENTS.** All leasehold improvements made by the Lessee shall become the property of Lessor upon the expiration or other termination of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as a sealed instrument and binding agreement as of the date first above written.

*Witness:*

Dorothy J. Belliveau  
Name

Nancy E. Viele  
Nancy E. Viele

STATE OF MAINE  
YORK, ss

June 29, 1995