

MOUNT AGAMENTICUS PARK

Property and Facilities Inventory

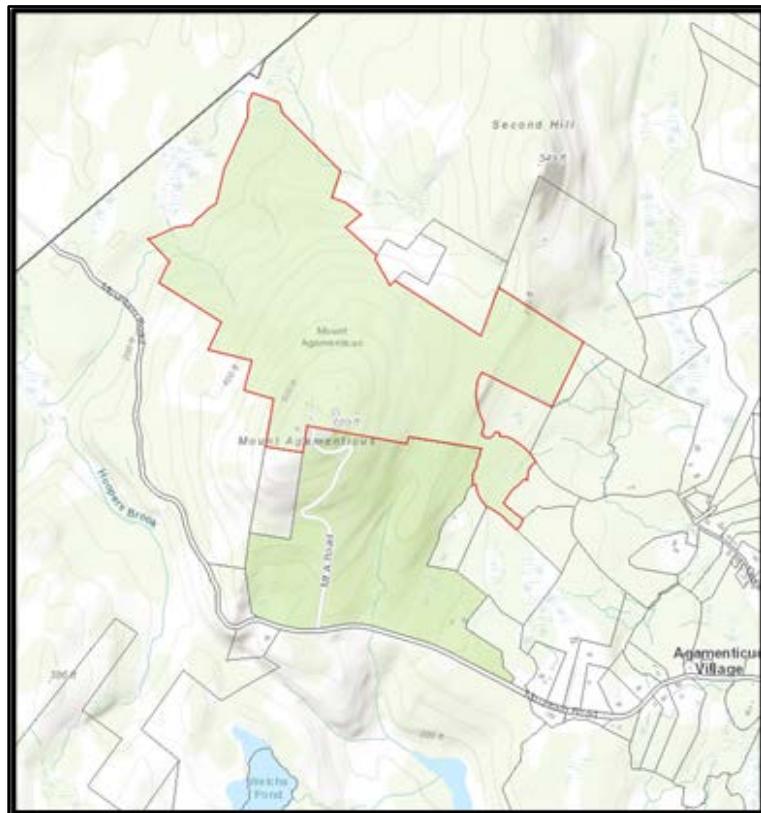
This document is one of a series of staff reports to document important information about properties owned and utilized by the Town of York. It is an attempt to compile and make available relevant information about properties to ensure the institutional knowledge is not lost over time.



July 28, 2022

MOUNT AGAMENTICUS PARK

Location: 21 Mount A Road.



Property Name: The name Mount Agamenticus Park is a result of designation in the Town's Municipal Parks Ordinance, adopted by voters on November 2, 2021.

Function: This property is a designated municipal park, so established by voter adoption of the *Municipal Parks Ordinance* on November 2, 2021. That action by the voters represents the first time the Town of York, as a municipality, has established a park by its own actions. Other parks were acquired by or given to the Town as parks so the Town needed to take no action to designate them as such. Those included: Ellis Short Sands Park (from the York Beach Village Corporation); Sohier Park (from the York Beach Village Corporation); Moulton Park (from the York Harbor Village

Corporation); and Goodrich Park (from donor Mrs. Paterson). That a Town incorporated in 1641 had never created a park is surprising, and what more fitting place to begin than at Mount Agamenticus. This was one of six new municipal parks designated in 2021.

That the property was only recently designated as a park doesn't mean it was treated as anything else. The Town's original acquisition was intended to keep this and other properties out of the hands of a developer from Oklahoma, who had intentions of developing a couple thousand condominiums. Votes in 1975 in York and South Berwick showed public support to stop the developer and conserve the lands. In 1980 the Town of York voted to acquire the property. It was widely believed the property has been a park since property acquisition. The original access easement (copy included herein) granted to the Town from the York Water District, which stated in part, "AND WHEREAS the Town is in the process of building upon its said lands a public park and recreation area for both summer and winter recreational purposes..." Additionally, there was a Parks Commission in the Town of York at the time of acquisition, and it was considering plans for use of this property as a park or wilderness and habitat reserve.

Property Acquisition: The property and access to it, as currently configured, were acquired in stages.

1. The Town of York acquired the original parcel on April 25, 1980. The parcel was purchased from the York Corner Holding Company, which had acquired the various parcels through both purchase and a foreclosure sale. At the Town Meeting on March 1, 1980, voters authorized the Town to borrow \$200,000 to acquire all the properties of the York Corner Holding Company (see Article 14).

It should be noted there is a triangular inholding on the summit of the mountain, owned by Central Maine Power Company. There is a communications tower on this lot. This parcel was originally an area leased from Agamenticus Mountain Corporation, Inc., in 1969 (see Book 1854/Pages 620-625). It was subsequently purchased from American Agamenticus Resorts, Inc., in 1975 (see Book 2092/Pages 555-557). Copies of both deeds are included herein.

There is also an easement on this lot to the benefit of Guy Gannett Broadcasting, Co., Inc.. This easement was secured from American Agamenticus Resorts, Inc., in 1975. There was, until recently, a small cinder block building under the fire tower that was utilized for this easement, as well as equipment hung on the fire tower. Equipment on the fire tower and the cinder block building have all now been removed. The photo of the fire tower in this report shows both the building and dish antennas relating to this easement.

2. Town of York acquired the equipment of the ski area for \$1 and other valuable considerations. This purchase included: "All of the personal property owned by the Seller on Mount Agamenticus, so-called, in said Town of York, and including all ski lift equipment, furnishings, fixtures, plumbing, electrical and heating systems, appliances, light and other fixtures, and all items of personal property contained on said premises and in the buildings on said premises" (Bill of Sale dated April 25, 1980 – copy attached hereto).
3. The Town of York has a temporary easement for road and utility access to the Town's land on the summit, and for construction of a parking lot at the base of the mountain. There was an initial easement, which was replaced by the current easement. Both are generally described here, and copies are included herein.
 - A) Initial Easement. The easement was granted on May 12, 1980 and ran for 50 years, and was to expire in May 2030. The easement provided to the Town three things:
 - 1) Mount A Road. The easement established the right to build, repair, maintain and use the road to its property at the summit of Mount Agamenticus. It appears the easement was intended to allow for use of the then-existing road, along with a corridor of 3 rods in width, allowing for additional width (up to 4 rods) as needed to properly manage drainage and such considerations.
 - 2) Utilities. The easement established the right to use and maintain the "power line" which provides electric service from Mountain Road to the summit. It appears the easement was intended to allow for the then-existing power and telephone lines serving the summit properties, including the fire tower. There was a right of access under the power line along a corridor of 20' in width, and vegetation management is permitted within 20' on either side of the line itself.
 - 3) Parking Lot. The easement established a lot of approximately 2½ acres in size, located immediately northeast of the intersection of Mountain and Mount A roads, for future construction of a parking lot for public use. Whereas the road and utility provisions addressed existing matters, this aspect of the easement was an accommodation for future construction. At the time this lease was superseded (January 2021), the parking lot had not been constructed.

There is no indication the voters authorized acceptance of this easement during the May 1980 Town Meeting. The Board of Selectmen signed the agreement with the York Water District, presumably at their meeting on May 12, 1980, but meeting minutes from this period have, as yet, shed no light on

their authority to enter into this agreement, their discussions, and their decision.

B. Current Easement. This easement was granted on January 21, 2021, and it replaces the 1980 lease. This new agreement is similar in some regards to the original lease in that it addresses the access road, utilities and parking. It is more assertive in requiring construction of parking lots and public toilets by January 2024. Funding for these improvements has been approved, but construction has not as yet been started (as of July 2022). A contract should be awarded in the near future. Funds are primarily from a taxable bond and are supplemented with ARPA (federal covid) funds. The taxable bond was critical because the improvements are on land not owned by the Town and a taxable bond allows the Town to greatly reduce any opportunities for bond compliance problems.

4. As a point of clarification, the fire tower on the summit of Mount Agamenticus belongs to the Town. Presumably it was acquired at some point in time from the State of Maine. Ownership may have passed from the State to the York Corner Holding Company before coming into the Town's possession, but this is just speculation. On November 9, 1981, about a year after the Town purchased the properties on the summit, the State leased the fire tower from the Town for a period of 5 years. A 5-year extension to the lease was executed in 1986. Both lease documents are included herein. This second lease expired in 1991 and there is no record of any further lease extension after this time. This makes sense because the State apparently closed its network of fire lookout towers in July 1991 (per 350 Years as York, p.249). This is clearly part of the Town's property. The York Village Fire Department provided some staffing of the tower after the State stopped using the tower.

Over time the tower's condition deteriorated. It was evaluated and determined to be in poor condition and unsafe, and as such the tower has been partially dismantled. In February 2019 the Selectboard authorized an expenditure to pay for removal of antennas, mounts and cables from the tower. In April 2019 the Selectboard authorized an additional expenditure to pay for removal of the cab and the top 10' of the tower structure. While there was (and probably continues to be) interest from the York Village Fire Department to reconstruct the cabin and to resume fire watches, the Selectboard decided to proceed with removal of the cabin. Eventually the entire structure should be removed because it is an attractive nuisance.

In 1988 the State of Maine entered into a lease agreement with WGME to mount broadcast equipment on the tower. This is likely some of the equipment removed

in 2019. The lease was recorded at the York County Registry of Deeds (Book 4593/Pages 170 – 173).

There is currently a lease with the Southern Maine Fire Notifications, a non-profit organization that monitors emergency services radio traffic, to have equipment mounted on the remaining tower structure. This document is dated July 10, 2020.



Deed References:

- Book 2651, Pages 112 – 117 (1980 deed)
- Book 2093, Pages 416 – 418 (1975 easement to Guy Gannett Broadcasting)
- Book 2651, Pages 118 – 123 (1980 access easement – now superseded)
- Book 18540, Pages 668 – 680 (2021 access easement)
- Book 3851, Pages 218 – 221 (1986 fire tower lease – now expired)
- Book 4593, Pages 170 – 173 (WGME lease on the tower – now expired)

Deed Restrictions: There are no restrictions are listed on the deed to the parcels acquired on the summit of Mount Agamenticus. Regarding the easement from the York Water District, there are several unique provisions worth noting. First, costs for construction, operations and maintenance all fall to the Town as the holder of the easement. Second, the Town is granted the right to physically limit public use of the road and parking area, to charge for use of these, and to retain the proceeds of any use

charges. Third, all design and construction must prevent pollution of Chases Pond and the water supply generally.

Survey and Monumentation: The Town acquired the property in 1980, and in the early 1990s hired Titcomb Survey to prepare a boundary survey. A draft boundary plan was prepared, but it was not finalized. There was a report with instructions for the Town to clarify some of the unknown boundaries with abutters, but apparently the Town did not follow up in a timely manner. At the time of writing (July 2022) there is still not a complete, certified boundary survey for the Town-owned parcel.

Voters approved a request for up to \$25,000 to finalize the boundary survey in the FY21 budget (July 14, 2020 Budget Referendum – see Article 19). Funds to be utilized are from the Municipal Land and Building Fund. At the time of writing (July 2022) continuing work by Titcomb Survey is under way. The primary areas of uncertainty about the boundaries are in the southeastern reaches of the Town property. It is likely that a complete certified boundary survey of the property will be completed in the foreseeable future. Two portions of the boundary have been certified by the surveyor to date and copies of these are included herein.

Regulation and Management: Other than conventional land use regulations, there are currently (as of July 2022) no ordinances or regulations limiting use and operation of this property. There have been summit guidelines in place for many years, established by a regional steering committee, but these guidelines have no legal standing.

With enactment of the Town's new Municipal Parks Ordinance there is now a framework and authority for the Selectboard to enact park regulations.

Other Information:

- There is a chronology of events prepared sometime about 2018, on York Water District letterhead (copy provided herein).
- The summit was occupied by the United States Army during World War Two. There was a radar installation on the summit, and the Town foundation is located beneath the round viewing platform on the summit, adjacent to the ski lodge. The road to the summit was constructed by the Army, and a plan dated 1941 is included herein.
- The Big A Ski Area operated on the mountain. It was constructed in 1965 and operated from 1966 through 1974 or 1975.

- There is a memorial for David N. Hilton, who is associated with Mount A through both the fire tower and skiing. The history of this memorial should be further researched and documented.
- At one time the Town maintained a horse stable just to the west of the summit, where the barn currently exists. Trail rides were available utilizing some of the trails on and around the mountain. This use was discontinued sometime around the year 2000.
- The Town has executed various leases for a variety of towers and antennas on the summit of Mount Agamenticus. The following are still active leases:
 - County Communications
 - Pinnacle Towers (Crown Castle)
 - US Coast Guard Auxiliary (in the summit lodge)
 - See also: Southern Maine Fire Notifications (on the fire tower)
 -
- There is extensive documentation about Mount Agamenticus and its value to the community and region. Much of this was compiled early on as the Town sought funding from the Land for Maine's Future program. However, this property has continued to be a focal point for both conservation and recreation in the Town and region, and much research has been done here. This area, as part of a large block of unfragmented habitat, is important on a global scale. The Nature Conservancy identified the Agamenticus region as one of the 100 most significant habitat areas on the planet. This place really is important.



Bond-Related Restrictions	Yes. The parking lots and restrooms were funded with a taxable bond, and there may still be an active bond for the construction of the universal trail.
Land & Water Conservation Fund Restrictions	Not applicable
National Historic District	No
Local Historic District, Landmark or Site	No
In the Urbanized Area	No

Deed from York Corner Holding Company

April 25, 1980

BOOK 2651 PAGE 112

08578

KNOW ALL MEN BY THESE PRESENTS, that YORK CORNER HOLDING COMPANY, a corporation duly organized and existing under the laws of the State of Maine and located at York, in the County of York and State of Maine, in consideration of one dollar and other valuable consideration paid by THE TOWN OF YORK, a municipal corporation existing under the laws of the State of Maine, the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said TOWN OF YORK, its successors and assigns forever, the following certain lots or parcels of land together with the buildings thereon situated in the Town of York, County of York and State of Maine and described as follows, to wit:

First Parcel: A certain tract of land situated in said York on "Agamenticus Mountain" containing twenty-two (22) acres, more or less, and bounded and described as follows, viz: Beginning at a large beech tree at the Southeast corner adjoining lands of George Fitzgerald, Joseph Bracey and the heirs of Samuel Lewis, and running thence northeasterly by said heirs land to a red oak tree marked; thence northwesterly by land of Samuel Fitzgerald to a red oak tree marked on four sides; thence southeasterly by land of said Samuel Lewis heirs to an old poplar tree marked; thence northwesterly by the land of the Lewis heirs and Samuel W. Norton to a pine tree marked; thence southwesterly by land of Joseph Bracey and others to a pile of stones in ledge near a hemlock tree; thence southeasterly to the place begun at.

Second Parcel: A certain tract of wood land situated in said York on Agamenticus Mountain containing five (5) acres, more or less, and bounded as follows, viz: Northerly by land which Edward S. Marshall purchased of John F. Plaisted; easterly by land of George Fitzgerald; southerly by land of Samuel W. Norton; and westerly by land of George Bracey and the Shaw lot, so called.

Third Parcel: A certain tract of wood land situated in said York on Agamenticus Hill, containing four and one-half (4-1/2) acres, more or less, and bounded as follows, viz: Beginning at a hemlock tree marked on four sides at the northwest corner of land of Joseph Bracey and running thence southwesterly by land of said Joseph Bracey to a pile of stones; thence southeasterly by land of Paul Welch to a pile of stones; thence northeasterly by lands of Samuel W. Norton and Frank D. Marshall to a pile of stones; thence northwesterly by land of said Joseph Bracey to the place begun at.

Fourth Parcel: A certain tract of wood land situated in said York on the northwesterly side of "Agamenticus Hill",

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YORK, MAINE

containing twenty (20) acres, more or less, and bounded as follows: Northerly and northeasterly by lands of Charles C. Bracy and Samuel W. Norton; southeasterly and southerly by land of Frank D. Marshall; southwesterly and westerly by said land of Frank D. Marshall and land of Charles K. Plaisted and northwesterly by land of John Hooper.

Fifth Parcel: A certain tract or parcel of land lying in said York on Agamenticus Westerly Hill and bounded thus: Beginning at a white maple tree spotted on four sides, being the easterly corner bounds of a wood lot formerly owned by Wentworth and Grant, now of Alexander Thompson or owner unknown; running thence southwesterly by said Thompson's lot or owner unknown, fifty (50) rods to land of Frank D. Marshall; thence southeasterly by said Marshall's land twenty-two and one-half (22-1/2) rods; thence North forty-four degrees (44°) East by land which Edward S. Marshall purchased of John F. Plaisted forty-four (44) rods to land of the heirs of Samuel Lewis; thence northwesterly by said heirs land twenty-one (21) rods to the place begun at; containing seven (7) acres, more or less.

Sixth Parcel: A certain lot or parcel of land situated on the southeasterly side of Mt. Agamenticus and bounded and described as follows, to wit: Beginning at the southerly corner of the lot or parcel of land hereby conveyed, adjoining land of W. Frank Goodwin et als, and at land of Nelson Trafton; thence running northwesterly by a stone wall and said land of Trafton to an angle; thence running northeasterly by a stone wall and said land of Trafton to an angle; thence running northwesterly by said land of Trafton and land of the heirs of Albion Goodwin to a pile of rocks at the "Marshall lot", so-called, now owned by the present grantor; thence running northeasterly by said land of the grantor herein to a rock on a ledge of land of one Foristall; thence running southeasterly by said land of Foristall to an angle; thence running northeasterly by said stone wall and said land of Foristall to land of heirs of Norris E. Trafton; thence running southeasterly by said land of heirs of Trafton and part of the way by a stone wall to a beach tree marked four sides; thence running southwesterly by land of Linville or Mildred Ramsdell to an angle; thence running northwesterly by the remains of a stone wall and land of Carrie Norman, formerly of Samuel E. Lewis, to a wagon axle driven into the ground; thence running southwesterly by a stone wall and said land of Norman to an angle; thence running southeasterly by a stone wall and said land of Norman to an angle; thence running southwesterly by a stone wall and land of W. Frank Goodwin et als to the point of beginning; the whole being estimated to contain about fifty (50) acres.

Seventh Parcel: A certain lot or parcel of land situate as aforesaid and bounded as follows, to wit: Beginning at a hemlock tree marked, at the northeasterly corner of land now or formerly of the heirs of Abraham Shaw; thence running South fifty-one degrees East (S 51° E) to a red oak tree marked; thence running South sixty-two degrees East (S 62° E) making a total of one hundred six (106) rods on both courses to a bunch of red oaks marked by said land now or formerly of said heirs of Abraham Shaw; thence running North forty-one degrees East (N 41° E) fifty (50) rods to a white maple tree marked and being the corner of land now or formerly of the heirs of Joseph Hasty; thence running North fifty-eight

degrees West (N 58° W) by said land of Hasty one hundred eighteen (118) rods to a stake; thence running South thirty degrees West (S 30° W) by land now or formerly of Albert Shorey and others, forty-six (46) rods to the place of beginning; the whole containing thirty-three (33) acres, more or less.

Eighth Parcel: A certain lot or parcel of land situated as aforesaid and bounded as follows, to wit: Beginning at the southeasterly corner of land formerly of George Welch at a maple tree marked; thence running southwesterly by land formerly of Samuel Woodbury Norton, forty-eight and one-half (48-1/2) rods to land formerly of Samuel Shaw to a red oak marked; thence running northwesterly by said Shaw's land twenty-eight (28) rods to a beech tree marked; thence running northeasterly about fifty (50) rods to another beech tree marked; thence running southeasterly nineteen (19) rods to the place of beginning; the whole containing seven (7) acres, more or less.

Ninth Parcel: A certain lot or parcel of land situated as aforesaid and bounded by lands now or formerly of Alexander Thompson; lands now or formerly of Barnard Knight; lands now or formerly of William D. Jewett, and other lands; the whole containing eight (8) acres, more or less.

Tenth Parcel: A certain lot or parcel of land situated as aforesaid and bounded as follows, to wit: Northerly by lands now or formerly of one Lewis; easterly by the seventh lot or parcel of land hereinabove described and conveyed; southerly by land now or formerly known as the Hasty lot; and westerly by the Jewett lot, now or formerly so called; the whole containing eleven (11) acres, more or less.

And further including in said Parcels 7 through 10 all right, title and interest which the grantor may have by virtue of a deed from Joseph A. Briley, Sr. to grantor's predecessor in and to any and all lands heretofore owned by Joseph A. Briley lying adjoining or adjacent to any or all of the aforesaid parcels numbered 7 through 10 and also any and all lands lying adjoining or adjacent to the northeasterly, northerly, northwesterly and westerly sides of the highest of the three peaks of Mount Agamenticus, variously known as the First Hill and the Western Hill, and now or hereafter owned by the grantor herein, or in any way occupied or used by said grantor in connection with its sports center development. And further including with all of the premises hereby conveyed all easements and rights of any kind or nature appurtenant thereto.

Some of the portions of said Parcels 7 through 10 may extend into the present limits of the Town of South Berwick and in such cases it is intended that title to the same shall pass by this present instrument as fully as if they were located in the Town of York.

Excepting and reserving, however, from this present conveyance such portions of said parcels 7 through 10, if any there be, which may be occupied by the existing highway leading from Mount Agamenticus in said York to Emery's Bridge, so called, in said South Berwick.

Reference is also made to a quit-claim deed of Joseph

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880 YORK STREET
YORK, MAINE

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A. Briley, Sr. to this grantor dated April 16, 1980 and duly recorded in the York County Registry of Deeds.

Eleventh Parcel: A certain lot, tract, piece or parcel of land located on the northerly side of Agamenticus Mountain in the Town of York, County of York and State of Maine, which is more particularly described as follows: Beginning at a point at or near the summit of said Agamenticus Mountain in the dividing line between the property conveyed to Algonquin Corporation by the Mt. Agamenticus Development Co. by deed dated May 25, 1963, recorded in Book 1576, of Deeds of York County, Maine, at Page 123, and the property now owned by New Realty Development Corp. (formerly Trafton), and which beginning point is distant one hundred (100) feet southeasterly along said dividing line from the center of the Ski Trail known as the Wampum Trail; from said beginning point running thence on a line curving to the North and West and at all points equally distant one hundred (100) feet easterly from the center line of said Wampum Trail to a point which is also in the said dividing line between the property of Agamenticus Mountain Corp., Inc., and the New Realty Development Corp., and which point is one hundred (100) feet northeasterly along said dividing line from the center of said Wampum Trail. From said point running thence southeasterly and along the dividing line between land of the Agamenticus Mountain Corp., Inc. and land of the New Realty Development Corp. to the point of place of beginning.

It is the intention to include herein any part or section of the Wampum Trail which crosses over and into the property of the New Realty Development Corp. together with a strip of land one hundred (100) feet wide and parallel to and beyond or easterly of the center line of the said Wampum Trail.

Twelfth Parcel: A tract or parcel of land located on or at the base of the North slope of Mt. Agamenticus in the Town of York, County of York and State of Maine, which lot or parcel of land may be more nearly described as follows: Beginning at a blaze on a birch tree at the edge of an old tote road and which birch tree is approximately eight hundred (800) feet along the side or line of said old tote road from the point where the said old tote road intersects the South Berwick Road leading from the Agamenticus section of York to the Emery's Bridge section of South Berwick and which point of intersection of the said old tote road and the said South Berwick Road is approximately three hundred seventy-five (375) feet from the bridge over "No-Name Brook", so called, from said beginning point which is the blaze on the birch tree as aforesaid; running thence northerly and along said old tote road nine hundred twenty-five (925) feet, more or less, to a red oak tree at the side of said tote road; thence running South thirty-three degrees West (S 33° W) one thousand sixty (1060) feet to a rock pile; thence northwesterly eight hundred eighty (880) feet, more or less, to the point or place of beginning. Said tract being a triangular piece of land containing approximately eight (8) acres in area.

Granting also to the grantees, its successors and assigns, the benefit of any and all right, title or interest or easement of any kind that the grantor may have in, over, and to the use of the so-called Tote Road leading from the public road that runs from York to South Berwick and to the

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described premises together with the right to widen said road to a width twenty-two (22) feet surface, with two to one (2 to 1) slope only after said twenty-two (22) feet.

The premises herein conveyed being a part of the Hasty Lot, so-called.

Said premises are conveyed together with all easements and appurtenances benefiting said parcels, and together with all leaseholds held by the grantor. And said premises are conveyed subject to any easements and rights of way of record.

All of the foregoing parcels being the same premises conveyed to the grantor by American Agamenticus Resorts, Inc. by mortgage deed dated August 14, 1974 and recorded in the York County Registry of Deeds Book 2053, Page 246. Further being the same premises acquired by grantor from Algonquin Corporation, successor to said American Agamenticus Resorts, Inc. by virtue of foreclosure proceedings in the York County Superior Court, Docket No. CV-76/453, judgment thereon having been entered on March 22, 1977 and a foreclosure sale held on October 15, 1977 (wherein grantor was the successful bidder). See also quit-claim deed from said Algonquin Corporation to grantor, dated January 13, 1978 and recorded in the York County Registry of Deeds Book 2307, Page 96.

TO HAVE AND TO HOLD, the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Town of York, its successors and assigns, to them and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances;

that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors 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, the said York Corner Holding Company has caused this instrument to be sealed with its corporate

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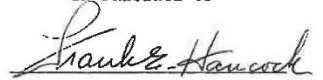
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seal and signed in its corporate name by James ~~J~~ Jackson, 3rd.,
its President, thereunto duly authorized, this 25th day
of April in the year one thousand nine hundred eighty.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

YORK CORNER HOLDING COMPANY

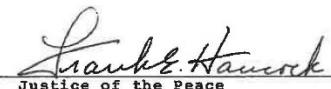
 By 


STATE OF MAINE
York, ss.

APRIL 25, 1980.

Then personally appeared the above named James ~~J~~ Jackson,
3rd., President of said Grantor Corporation as aforesaid, and
acknowledged the foregoing instrument to be his free act and
deed in his said capacity, and the free act and deed of said
corporation.

Before me,


Frank E. Hancock
Justice of the Peace

York, ss.
Received MAY 13 1980 at 11 h. 15 m. AM
and recorded from the original

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SEWALL, STRATER
AND HANCOCK
COUNSELLORS-AT-LAW
200 YORK STREET
YORK, MAINE

CMP Inholding – 1969 Lease

LIBER 1854 PAGE 620 1462-1484
EXHIBIT C
see p. 21

End Lease
This lease has been
terminated by
YCA Holdings
Company

THIS LEASE is made as of the first day of May, 1969, between the AGAMENTICUS MOUNTAIN CORPORATION, INC., a Maine corporation having its principal office at York, County of York, State of Maine, and YORK CORNER HOLDING COMPANY, a Maine corporation having its principal office at York, County of York, State of Maine, as its rights and interests may appear as owner or mortgagor (Lessors) and CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Augusta, County of Kennebec, State of Maine, (Lessee).

WITNESSETH

The Lessors do hereby lease, demise and let unto the Lessee the following premises and rights on the Lessors' land on Agamenticus Mountain in the Town of York, County of York, State of Maine:

A triangular-shaped parcel of land, located at the top of said mountain, and shown on Central Maine Power Company Print #319 entitled "Micro-wave Site, Mt. Agamenticus - York, Me." dated November 26, 1968, a copy of which print and mapping of the general area are attached hereto as Addendum No. 1, together with the right to construct and install on said parcel, and thereafter operate, maintain and repair, the following equipment and facilities:

1. A guyed micro-wave tower, with antennas thereon;
2. A building, approximately 10'x12'x12', located approximately 20 feet from the base of said tower;
3. Wave guide and micro-wave radio equipment; and

4. A fence, approximately 6 feet high, to enclose the building and the base of the tower.

Together with the right to park along with others in the area marked "CMP Parking Area" shown on said Addendum No. 1, and together with all necessary rights of access with men, vehicles, and equipment across existing roads or other land of the Lessors to the parcel of land described above.

TO HAVE AND TO HOLD for a term of fifteen (15) years, beginning May 1, 1969 and ending April 30, 1984, paying therefor a monthly rental of Sixty Dollars (\$60.00) in advance on or before the 10th day of each month, beginning May, 1969.

It is agreed:

(1) The Lessee shall perform the construction, installations, operations, maintenance, and repairs authorized above in a good and workmanlike manner and will indemnify and hold harmless the Lessors from all claims and demands arising out of the performance of said rights, except from those caused by the negligence of the Lessors, agents, servants and employees.

(2) The Lessee will peaceably quit and deliver up the premises to the Lessors, or attorney, at the end of the term of this lease in as good condition as the premises now are or may be put into by either the Lessors or Lessee, reasonable wear and inevitable accident excepted, and will not make or permit any strip or waste; provided, however, that all property placed on the premises by the Lessee shall be considered personal property and the Lessee shall

LEADER 1854 PAGE 622

have a reasonable opportunity at the expiration of this lease to remove its property from the premises.

(3) The parties shall apply to the Assessors of the Town of York to have the triangular-shaped parcel of land, hereby leased, separately assessed for real estate tax purposes, and the Lessee will be responsible for all taxes on its personal property and for all taxes on said real estate beginning as of the date hereof.

(4) The Lessors may enter to view and make improvements and expel the Lessee if it shall fail to pay the rent or if it shall make or permit any strip or waste, or shall fail to quit and surrender the premises to the Lessors or attorney at the end of the term, or shall violate any of the agreements in this lease to be performed by the Lessee.

(5) The Lessors shall provide electric power suitable for the needs of the Lessee; but the Lessee shall be responsible for any and all new construction necessary to supply said electric power. In addition, Lessee will separately meter all electric power used by it on the leased premises and will allow the Lessors a credit for the amount it so uses against the minimum guaranteed by Lessors to Lessee under a power contract dated September 15, 1964.

(6) The Lessee shall peaceably and quietly hold and enjoy the demised premises, but shall not sublet the premises or assign this lease without the express written consent of the Lessors.

(7) The Lessee may renew this lease for a further term of fifteen (15) years commencing May 1, 1984 upon the same terms and conditions contained in this lease, except as to the amount of rental, provided that the Lessee shall give the Lessors written notice of its intention to renew at least sixty (60) days before May 1, 1984.

The rental for the renewal term shall be negotiated, but in any case the payments in equal monthly amounts shall not be in excess of the present value of Sixty Dollars (\$60.00) as adjusted upward by the most recent Consumer Price Index published by the Bureau of Labor Statistics as of March 1, 1984.

(8) All notices shall be sufficient if sent by mail postage prepaid, to the Lessors at "The Big A", York, Maine 03909, and to the Lessee at 9 Green Street, Augusta, Maine 04330.

(9) This lease shall both benefit and bind the parties thereto and their respective successors and assigns.

Joseph A. Briley, Sr., holder of a mortgage on a portion of the premises described herein, said mortgage being dated May 23, 1963 and recorded in the York County Registry of Deeds in Book 1576, Page 118, joins in this conveyance to release the premises herein demised and no more from the operation of said mortgage. The warranties herein are not those of said Joseph A. Briley, Sr.

Mt. Agamenticus Development, Inc., holder of a mortgage on a portion of the premises described herein, said mortgage being dated May 25, 1963 and recorded in said Registry of Deeds in Book

1854 PAGE 624

1576, Page 129, joins in this conveyance to release the premises herein demised and no more from the operation of said mortgage. The warranties herein are not those of said Mt. Agamenticus Development, Inc.

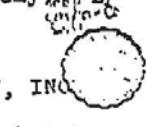
Katherine McEachern, holder of an existing attachment brought against Agamenticus Mountain Corporation, Inc. which was filed on December 18, 1967, joins in this conveyance to release the premises herein demised and no more from the operation of said attachment. The warranties herein are not those of said Katherine McEachern.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be signed and their respective seals affixed, in two counterparts, each of which shall be deemed an original, all as of the above day ^{18th} ₁₉₆₈ and year first above written.

Signed, Sealed and Delivered AGAMENTICUS MOUNTAIN CORPORATION, INC.
in presence of:

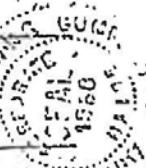
Robert B. Bruley Jr.

By Matthew J. Green
Its President



Frank E. Hancock

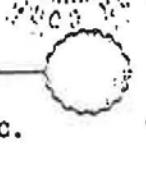
YORK CORNER HOLDING COMPANY



By James J. Hancock
Its President

Joseph A. Briley, Sr.

MT. AGAMENTICUS DEVELOPMENT, INC.



By _____
Its _____

Katherine McEachern

Katherine McEachern
CENTRAL MAINE POWER COMPANY



By S. J. S.
Its Executive Vice President

STATE OF MAINE
COUNTY OF YORK

Sept. 20, 1969

Personally appeared the above-named MATTHEW MURTHA, President
of said Agamenticus Mountain Corporation, Inc. and acknowledged
the foregoing instrument to be his free act and deed in his said
capacity and the free act and deed of said corporation.

Before me,

Frank E. Hancock
Justice of the Peace - Notary Public

STATE OF MAINE
COUNTY OF YORK

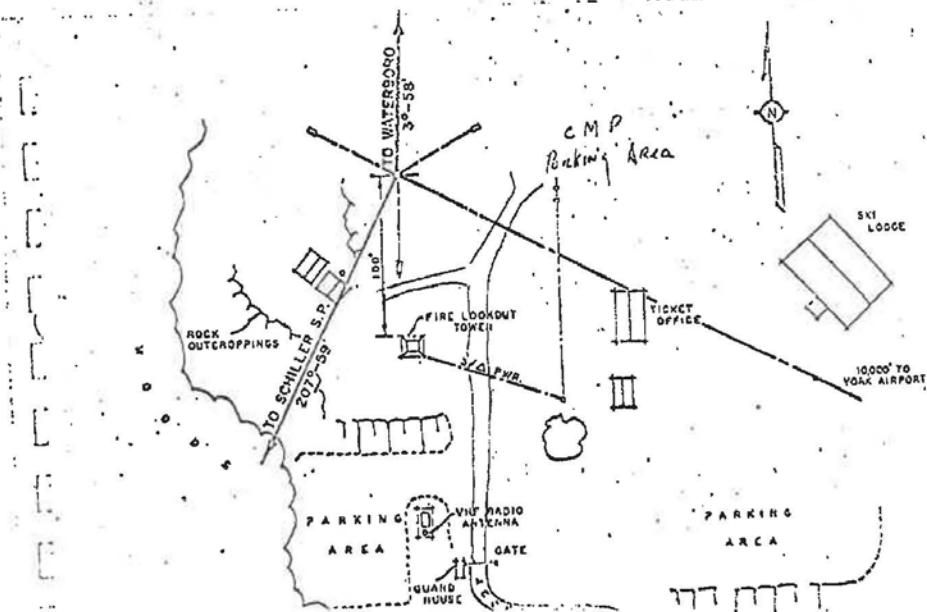
Sept. 19, 1969

Personally appeared the above-named JAMES JACKSON 3rd, Pres.
of said York Corner Holding Company and acknowledged the foregoing
instrument to be his free act and deed in his said capacity and
the free act and deed of said corporation.

Before me,

Frank E. Hancock
Justice of the Peace - Notary Public

Addendum No. 1



CMP Inholding – 1975 Deed

MARTY UICAN

Perpetual easement, to-wit, York Corner Holding Co., et al.

EXHIBIT D

15932

BOOK 2092 PAGE 555

1975

KNOW ALL MEN BY THESE PRESENTS,

That AMERICAN AGAMENTICUS RESORTS, INC., a Maine corporation having an office and place of business at South Berwick, in the County of York and State of Maine 03908, and YORK CORNER HOLDING COMPANY, a Maine corporation having an office and place of business at York, in said County of York and State of Maine 03909, in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at 9 Green Street, Augusta, County of Kennebec, State of Maine 04330, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company, its successors and assigns, forever, the perpetual right and easement on a certain lot or parcel of land situated on Agamenticus Mountain, so called, in the Town of York, County of York, State of Maine, said lot or parcel of land being more particularly located and described as follows:

Being a triangular-shaped parcel of land located at or near the summit of said Agamenticus Mountain, and indicated on a Central Maine Power Company plan numbered 319 entitled "Microwave Site, Mt. Agamenticus - York, Me." dated November 26, 1968, and also on a plan marked "Addendum No. 1" which includes mapping of the general area adjacent to said lot. Copies of both said plans being on file at the Grantee's General Office in Augusta, Maine, and at the Grantor's corporation offices,

Together with the right to construct and install on said parcel, and thereafter operate, maintain and repair, the following equipment and facilities:

1. A guyed micro-wave tower, with antennas thereon;
2. A building, approximately 10' x 12' x 12', located approximately 20 feet from the base of said tower;
- 2a. An electric and communication line serving said micro-wave tower;

3. Wave guide and micro-wave radio equipment; and

4. A fence, approximately 6 feet high, to enclose the building and the base of the tower.

Together with the right to park, along with others, in the area marked "CMP Parking Area" shown on said plan entitled "Addendum No. 1", together with all necessary rights of access with men, vehicles and equipment across existing roads or other land of the Grantor to the parcel of land described above.

For source of title see deeds recorded in York County Registry of Deeds as follows: Book 2053, Page 236; Book 2053, Page 241.

Edward N. Bragdon, Jr., holder of an existing attachment against a predecessor in title, Agamenticus Mountain Corporation, Inc., dated June 24, 1974, joins in this conveyance for the purpose of releasing the premises herein conveyed and no more from the operation of said attachment. The warranties herein set forth shall not be deemed to be those of said Edward N. Bragdon, Jr.

TO HAVE AND TO HOLD the aforesigned rights and easements, together with all the privileges and appurtenances thereof, to the said Central Maine Power Company, its successors and assigns, to its and their use and behoof forever. And the Grantors do covenant with the said Grantee, its successors and assigns, that they are lawfully seized in fee of the premises; that the premises are free of all incumbrances except as aforesaid; that they have good right to sell and convey said easement to the said Grantee to hold as aforesaid; and that they and their successors, 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.

BOOK 2092 PAGE 55

IN WITNESS WHEREOF, the said American Agamenticus Resorts, Inc. has caused its corporate name to be signed and its corporate seal affixed hereto by F. Anthony Zahs, its President, thereunto duly authorized, and the said York Corner Holding Company has caused its corporate name to be signed and its corporate seal affixed hereto by James Jackson 3rd, its President, thereunto duly authorized, and the said Edward A. Bragdon, Jr. has hereunto set his hand and seal this 4th day of August, in the year of our Lord one thousand nine hundred and seventy-five.

Signed, Sealed and Delivered

Frank E. Hancock
in presence of
07A2 + JAS 375

AMERICAN AGAMENTICUS RESORTS, INC.

By: F. Anthony Zahs
Its Pres.

YORK CORNER HOLDING COMPANY

By: James Jackson 3rd, Pres.

Edward A. Bragdon Jr.
EDWARD A. BRAGDON, JR.

May 9, 1975.

Personally appeared the above-named F. Anthony Zahs of said American Agamenticus Resorts, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said American Agamenticus Resorts, Inc., before me,

Frank E. Hancock
Justice of the Peace

STATE OF MAINE, York ss.

May 9, 1975

Personally appeared the above-named James Jackson 3rd of said York Corner Holding Company, as aforesaid, 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 Corner Holding Company, before me,

Frank E. Hancock
Justice of the Peace

York, ss.

Received SEP 3 1975 at 9:45 AM
and recorded from the original

-3-

Fire Tower Lease to State of Maine

1981

THIS INDENTURE, made the fifth day of May in the year of our Lord
one thousand nine hundred and eighty-one

WITNESSETH, that the Town of York, Maine, does hereby lease, demise, and let unto the State of Maine (Department of Conservation, Bureau of Forestry) as much of the top of Mt. Agamenticus in the Town of York, County of York, and the State of Maine, as may be necessary to maintain and operate the lookout station and Watchman's quarters situated at the north end of the Park Commission's utility building, located on the top of Mt. Agamenticus. Said station to be operated by the said Bureau of Forestry for fire detection and protection, together with the right-of-way across the property of said lessor for the purpose of foot travel and transportation by men and car of all materials necessary in the maintenance and operation of the above mentioned tower and quarters.

Said Watchman's quarters to be kept painted and in repair, and that said premises in and about said building should be kept neat and free from unsightly material of any kind.

This lease is made subject to any and all existing mortgages or other
liens against the premises on which said tower and Watchman's quarters
stand.

TO HOLD for the term of five (5) years from the first day of May, one thousand nine hundred and eighty-one, yielding and paying therefore the rent of one (\$1.00) dollar per annum for said lookout station and Watchman's quarters.

Lessor to pay all taxes on the land. Lessee shall not sublease any portion of the lease premises without the express written consent of the Lessor.

If Lessee elects to abandon Watchman's service, fire lookout tower shall become the property of the Lessor.

It is further and mutually agreed that the Lessee shall have the option to extend this lease for a further term of five (5) years under the same terms and conditions.

Dated at York, Maine this Ninth day of November 1981.

TOWN OF YORK, MAINE

BY

John C. Berger

Department of Conservation
Bureau of Forestry

1

Kenneth G. Shatto
rector, Bureau of Forestry

DIRECTOR Bureau of Public Improvement

Addendum to the 1981 Fire Tower Lease

1982

ADDENDUM TO LEASE
between
TOWN OF YORK
and
STATE OF MAINE, DEPARTMENT OF CONSERVATION
BUREAU OF FORESTRY

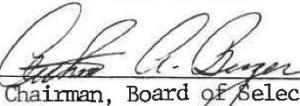
The undersigned parties to the lease between the Town of York, County of York, State of Maine, and the State of Maine, Department of Conservation, Bureau of Forestry, whose address is Station #22, State House, Augusta, County of Kennebec, State of Maine, having executed an agreement dated the 9th day of November 1981, for certain rights to a lookout station and watchman's quarters on top of Mt. Agamenticus, do hereby agree to include, as part of that lease, the following:

LIMITATION: This lease is made subject to available budgetary appropriations and shall not create any obligations on behalf of the Department in excess of such appropriations. In the event that the amount of funds appropriated is such that the Department must terminate or restrict its lookout station and watchman's quarters, this lease shall be terminated thirty (30) days after written notification from the Lessee to the Lessor.

Dated at York, Maine this nineth day of March 1982.

TOWN OF YORK

BY


John P. Berger

Chairman, Board of Selectmen

Title

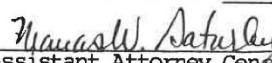
DEPARTMENT OF CONSERVATION

BY


Kenneth G. Shatto
Director, Bureau of Forestry

STATE OF MAINE
YORK, SS

Personally appeared the above-named Town of York and acknowledged both the foregoing instrument and the lease to which this instrument refers, to be their own free act and deed. Subscribed and sworn before me this nineth day of March 1982.

APPROVED AS TO FORM 3/23/82

Nancy W. Saturley
Assistant Attorney General

MY COMMISSION EXPIRES 3/9/86


Gretchen D. Seaver
Notary Public/Justice of the Peace

APR 1 1992

Leighton Cooney, Director
Bureau of Public Improvements

Fire Tower Lease to State of Maine

1986

18443

LEASE AGREEMENT
MAINE FOREST SERVICE
FIRE CONTROL
YORK, MAINE
YORK COUNTY

This LEASE AGREEMENT entered into this first day of May, 1986, between Town of York, Maine and the Maine Bureau of Forestry, Department of Conservation, with offices in Augusta, Maine, by and through its Director, with the consent of the Commissioner, pursuant to 12 M.R.S.A. Sec. 8003 (3) (L) (1981), subject to the following terms and conditions:

1. Purpose. Town of York (Lessor) grant to the Bureau of Forestry a lease, for a period of five (5) years, to erect, occupy, replace and manage buildings and appurtenant structures together with a means of ingress and egress in connection with a fire control facility within the described Exhibits No. 1 attached hereto and incorporated herein by reference.

2. Time. This lease shall commence May 1, 1986 and expire May 1, 1991, and may be renewed for consecutive five (5) year terms, under the same terms and conditions, by the Bureau of Forestry by making a request therefor six months prior to the expiration date set of the then-present term and upon the mutual agreement of the parties.

3. Consideration. The Bureau of Forestry agrees to pay \$1.00 on each and every year this Lease Agreement is in effect.

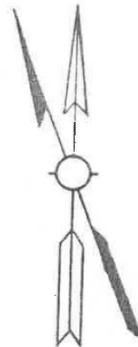
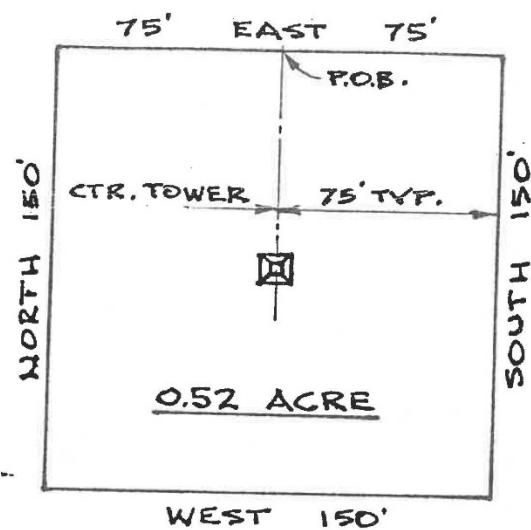
4. Limitation of Lease. The Lessor does not grant the right or privilege to the Bureau of Forestry or the Bureau's guests or invitees, to build fires on the premises, except as permitted by the applicable laws, rules, and regulations of the State of Maine and Department of Conservation.

5. Indemnity. The Bureau of Forestry shall be liable for those negligent acts of its employees for which immunity is waived under the Maine Tort Claims Act, M.R.S.A. Sec. 8101, et seq.

6. Assignment. This lease shall not be transferred or assigned without the prior written approval of the Lessor.

7. Termination. This lease may be terminated upon the mutual agreement of the parties by giving six months written notice thereof. In the event that the lease is terminated or at the expiration of the lease, the improvements of the Bureau of Forestry shall be removed within ninety days of termination or expiration; such improvements as are not removed shall become the property of the Lessor following this period. If the lessee elects to abandon watchman services in the area, the fire tower shall become the property of the Lessor.

BOOK 3001 PAGE 219



MOUNT AGAMENTICUS
FIRE TOWER

STATE OF MAINE DEPARTMENT OF CONSERVATION Real Property Management Division	
MAINE FOREST SERVICE FIRE CONTROL DIVISION	DRAWN R.S. Coffin CHECKED
PLAN OF LAND LEASED FOR FIRE TOWER AT MOUNT AGAMENTICUS	DATE Feb. 27, 1986 SCALE 1"=50' PROJECT No.
TOWN AND COUNTY OF YORK, MAINE	
DIRECTOR	DATE
SHEET 1 of 1	

8. Notices. All notices, correspondence, etc., among the parties to this Lease Agreement shall be delivered as follows:

MAINE FOREST SERVICE
DEPARTMENT OF CONSERVATION
STATE HOUSE STATION #22
AUGUSTA, MAINE 04333

TOWN OF YORK
TOWN ADMINISTRATOR
YORK, MAINE 03909

9. Entire Agreement. This document constitutes the entire agreement among the parties. None shall be bound by any representation or communication, spoken or written, not contained herein unless written and mutually agreed upon subsequent hereto.

WITNESS:

STATE OF MAINE

By Judy Tyler Kenneth G. Stratton 4/7/86
Kenneth Stratton, Director
Bureau of Forestry
Dated

By Patricia A. Wall Richard B. Anderson 4/8/86
Richard B. Anderson
Commissioner
Department of Conservation
Dated

LESSOR

Dorothy J. Belliveau Virginia S. Spiller 3/26/86
Virginia S. Spiller
Chairman, Board of Selectmen
Dated

STATE OF MAINE
KENNEBEC

Personally appeared the above named KENNETH STRATTON,
DIRECTOR OF THE BUREAU OF FORESTRY and acknowledged the foregoing
instrument to be his free act and deed in his said capacity and
the free act and deed of the State of Maine.

Before me,

Normand Rodriguez
Notary Public No. 107
Printed Name:
Normand Rodriguez
Comm. 3-1-3016

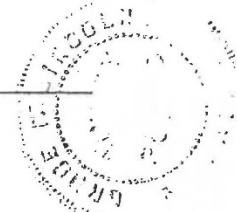

STATE OF MAINE
KENNEBEC

Personally appeared the above named RICHARD B. ANDERSON, COMMISSIONER of the DEPARTMENT OF CONSERVATION and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,


Notary Public

Printed Name: *Bruce F. Lincoln*
Com. Exp. 5/2/1991



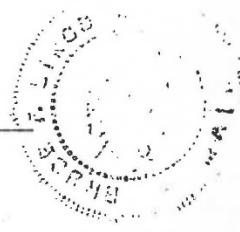
STATE OF MAINE
YORK COUNTY

Personally appeared the above named Virginia S. Spiller, Chairman, Board of Selectmen of the Town of York and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the Town of York.

Before me,


Notary Public

Printed Name: *Bruce F. Lincoln*
Com. Exp. 5/2/1991



RECEIVED
MAY 22 1986
YORK, MAINE

RECEIVED
MAY 22 1986
YORK, MAINE

RECEIVED YORK, SS.
1986 MAY 22 PM12:18

RECEIVED
BUREAU OF PARKS & RECREATION
AUGUSTA, MAINE 04333

JUL 10 1986
AM 7:891011121123456 PM

YORK ss REGISTRY OF DEEDS
Received MAY 22 1986 19
at 12h 10m P.M. and
recorded in Book 385 / Page 218
ATTEST John M. Forgett

DEPARTMENT OF CONSERVATION
BUREAU OF PARKS & RECREATION
STATE HOUSE STATION 22
AUGUSTA, MAINE 04333

12 Chri

A

Current
York Water District Lease to Town of York
January 21, 2021



LEASE AMENDMENT

THIS LEASE AMENDMENT is made this 21st day of January, 2021 (the "Effective Date"), by and between the **YORK WATER DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine with a mailing address of 86 Woodbridge Road, P.O. Box 447, York, Maine 03909 ("District"); and the **TOWN OF YORK**, a municipal corporation organized and existing under the laws of the State of Maine with a mailing address of 186 York Street, York, Maine 03909 ("Town").

WHEREAS, the District and the Town are parties to a certain lease agreement dated May 12, 1980, recorded at the York County Registry of Deeds in Book 2651, Page 118 (the "Lease Agreement"), whereby the District grants and leases to the Town certain interests in land of the District on Mount Agamenticus, York County, Maine, including an easement to use a road providing access to land owned by the Town at the summit of Mount Agamenticus and described in the deed to the Town dated April 25, 1980 and recorded at the York County Registry of Deeds in Book 2651, Page 112 (the "Summit Land"); and

WHEREAS, public use has increased with no intentional design or plan for centralized parking or public restrooms, and the parties wish to amend the Lease Agreement in certain respects to improve use, access and infrastructure while protecting water quality;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Mt. Agamenticus Road Easement Corridor.** The easement area described in Section 1 of the Lease Agreement (the "Easement Corridor") is redefined to include that portion of Mt. Agamenticus Road shown as "Mount A Road Corridor" on the plan attached hereto as Exhibit A-2, and is increased in total width, from three (3) rods (49½ feet) to four (4) rods (66 feet), based off of the centerline of Mt. Agamenticus Road as it currently exists.
2. **Power Line Easement.** With respect to the existing line of poles and wires crossing the District's land and providing electric power and telecommunications service to the Summit Land, to the extent necessary during the term of this Lease Agreement, the District agrees to confirm existing easement rights to the providers of such service to assure the Town has access to such service over the existing line.
3. **Parking Areas, Improvements, and Town Obligations.** The first paragraph of Section 3 of the Lease Agreement is deleted in its entirety and replaced with the following:
 - a. **Parking Areas.** The areas leased to the Town are shown and described as "Lower Parking Lot," "Ring Trail Parking Lot," and "Upper Parking Lot" on the plans attached hereto as Exhibits B-1, B-2 & B-3 (collectively, the "Parking Areas"), and may be used by the Town solely for the purposes of constructing and operating vehicular parking areas, except as hereinafter set forth. Within three (3) years after the Effective Date, the Town shall complete construction of all parking area improvements, located generally as shown on Exhibits B-1, B-2 & B-3 and more

particularly described in a construction drawings plan set being prepared by Wright-Pierce and to be agreed upon in writing by the parties (collectively, the “Parking Facilities”). At all times during the term of this Lease Agreement, the Town shall maintain clear striping of the vehicular parking spaces within the Parking Areas, limited to a maximum of 88 spaces at the Lower Parking Lot, 7 spaces at the Ring Trail Parking Lot, and 53 spaces at the Upper Parking Lot, all substantially as shown on Exhibits B-1, B-2 & B-3, unless otherwise agreed in writing by the District.

- b. Restroom Facility. In addition to said Parking Facilities, the Town shall complete construction at the Lower Parking Lot of a restroom facility, located generally as shown on Exhibit B-1 and to be more particularly described in plans to be prepared by the Town and approved by the District in writing (the “Restroom Facility”), within three (3) years after the Effective Date.
- c. Other Facilities. The Town also shall have the right, but not obligation, to construct at the Lower Parking Lot: (i) a welcome area, center or facility within the designated footprint of the Lower Parking Lot plan attached hereto as Exhibit B-1, provided that the building design will be agreed upon in writing by the parties and will be specifically described in plans and specifications pertaining to water quality and/or storm water (the “Welcome Center”); (ii) standard trailhead facilities such as trail/map box, kiosk/bulletin board/wayside exhibit(s), donation/fee collection device, etc.; and (iii) a domestic drilled well. No other buildings or structures may be constructed within the Easement Corridor or Parking Areas without the prior written consent of the District.
- d. Compliance with Laws. The Town shall, at its sole expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations applicable to the Easement Corridor, the Parking Areas, and all improvements constructed by the Town pursuant to this Lease Agreement.
- e. Enforcement of Town Ordinances. The Town agrees to enforce all public rules on the Easement Corridor and the Parking Areas, including those pertaining to the Animal Control Ordinance. The Town shall install signs requiring that all dogs be leashed. The Town may install other signs within the Easement Corridor and Parking Areas for safety purposes, in its reasonable discretion.
- f. Authorized Trails. The Town shall direct users of the Parking Areas to use only those trails located on adjacent District lands identified on the attached Exhibit C, or such other approved trails that may be agreed upon in writing by the District, and prohibiting users from entering any other portions of adjacent District lands. The Town shall install signs displaying such rules, and any other rules pertaining to public use of the trails that are promulgated by the District, at all trailheads at the Parking Areas.
- g. Parking Restrictions. The Town shall prohibit vehicular parking within and along the Easement Corridor, along Mountain Road from the intersection with the Easement

Corridor extending to the entrance of the Center for Wildlife (385 Mountain Road), and within all portions of the Parking Areas other than the designated parking spaces within the Parking Areas; and the Town shall install signs to provide adequate notice of such parking restrictions.

- h. Clearing. The Town shall have the right to cut and remove such trees within the Easement Corridor and Parking Areas as the Town shall deem proper, and to level the ground of the Easement Corridor and Parking Areas so far as may be reasonably necessary to fit it for use.
- i. Town Obligations. The Easement Corridor and Parking Areas, and the improvements constructed and signs installed by the Town pursuant to this Lease Agreement, all shall be improved, maintained and repaired in good condition at the sole expense of the Town, and the Town shall save the District harmless from any and all claims for loss or damage that may arise for any reason from the use of said Easement Corridor or Parking Areas by the Town, its agents or servants, its patrons, invitees, permittees or any other person or persons whatsoever. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by additional laws or regulations.
- j. Costs and Expenses. No services shall be required to be provided by the District in connection with the Easement Corridor, the Parking Areas, or any improvements constructed by the Town pursuant to this Lease Agreement, and all costs, expenses and obligations relating to the Easement Corridor, the Parking Areas, and such improvements, whether foreseen or unforeseen, including (without limitation) all costs of maintaining and repairing the road within the Easement Corridor, shall be paid by the Town; provided that if the District shall elect to construct any improvements within said areas for the sole benefit of the District, such improvements shall be paid for by the District.
- k. No Liens. If, because of any act or omission of the Town, any mechanic's lien or other lien shall be filed against the District or any portion of the District land affected by this Lease Agreement, the Town shall cause the same to be discharged of record or bonded within thirty (30) days after written notice from the District to the Town of the filing thereof; and the Town shall indemnify and save harmless the District against and from all costs and liabilities, including reasonable attorneys' fees, resulting therefrom.

4. Protection of Water Supply. The second paragraph of Section 3 of the Lease Agreement is deleted in its entirety and replaced with the following:

The Town covenants and agrees that the Easement Corridor, the Parking Areas, and the improvements built, maintained and repaired in accordance herewith, shall not be used or maintained by the Town in any way that will contaminate the waters of the great pond

known as "Chase's Pond" or "Chase's Lake," from which the District takes its water supply for the Town of York, to the extent that it is dangerous to public health or in any way distasteful or obnoxious to the District or to the takers of the water from said pond.

5. **Dangerous Conditions.** The third paragraph of Section 3 of the Lease Agreement is deleted in its entirety and replaced with the following:

In the event it is found that any dangerous or obnoxious condition or conditions exist as a result of the maintenance and use of the rights and privileges hereby granted and leased, the Town, upon notice from the District to that effect, shall forthwith correct or remove such condition or conditions, and failing to do so, the District shall have the right to close the Easement Corridor and/or some or all of the Parking Areas and to suspend the use and occupancy of said Easement Corridor and Parking Areas until such time as said condition is corrected or removed, to the reasonable satisfaction of the District.

6. **Restricted Access.** The fourth paragraph of Section 3 of the Lease Agreement is deleted in its entirety and replaced with the following:

By virtue of the rights and privileges herein contained the Town shall have the right to restrict or restrain the use of the Easement Corridor and/or the Parking Areas or to limit its use to its agents or servants, its customers or patrons, prospective or otherwise, and for such purpose to bar or obstruct the said Easement Corridor and/or Parking Areas, or to charge a fee for the use of any of them, provided, however, that nothing herein contained shall be construed as preventing, restricting, or in any way limiting the District or its agents or invitees in the free use and passage on or over said Easement Corridor and Parking Areas at all times for any reason.

7. **No Pollution.** The fifth paragraph of Section 3 of the Lease Agreement is deleted in its entirety and replaced with the following:

In consideration of the rights and privileges hereby granted, the Town further agrees that any portion of the improvements constructed by the Town pursuant to this Lease Agreement that lie in the watershed of said "Chase's Pond" shall be so constructed and maintained in compliance with all applicable laws so as to prevent any pollution of said pond or of any of the streams tributary thereto from said improvements.

8. **Commercial Activity.** The sixth paragraph of Section 3 of the Lease Agreement is deleted in its entirety and replaced with the following:

No commercial enterprise of any kind, other than parking, shall be carried on or conducted in the Parking Areas; provided, however, that in the event the Town constructs and operates a Welcome Center, then commercial activities customarily conducted at welcome centers for similar public recreation areas may be conducted at the Welcome Center, so long as all profits earned from such commercial activities are dedicated to Mount Agamenticus conservation programs.

9. Term: Renewal.

- a. The term of the Lease Agreement is extended for an additional twenty (20) years, to May 12, 2050, provided that the terms and conditions herein are performed by the Town.
- b. Provided that the Town is not in default in the performance of its obligations under the Lease Agreement, the term of the Lease Agreement will automatically renew for two (2) additional twenty (20) year term(s), upon the same terms and conditions, unless the Town notifies the District in writing of the Town's intention not to renew the Lease Agreement at least one (1) year prior to the expiration of the then-existing term.
- c. Notwithstanding the foregoing, if at any time during the term the Town shall cease to own the Summit Land, the Lease Agreement, as hereby amended, shall become null and void.

10. Default. If default shall be made by the Town in the performance or compliance with any of the agreements, terms or conditions in this Lease Agreement, and such default shall continue for a period of thirty (30) days after written notice from the District to the Town specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, the Town fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and within a period of time which, under all prevailing circumstances, shall be reasonable, then the Town shall be in default under this Lease Agreement, and the District shall be entitled to seek whatever remedies may be available at law or in equity, including any action as may be available for damages or for specific performance; and

- a. the District may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Town, and any reasonable amount paid or any reasonable contractual liability incurred by the District in so doing shall be deemed paid or incurred for the account of the Town and the Town agrees to reimburse the District therefor; provided that the District may cure any such default as aforesaid prior to the expiration of said 30-day waiting period but after notice to the Town, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the District's water supply, or to prevent injury or damage to persons or property; and
- b. if such default by the Town shall occur prior to the Town's completion of construction of the Parking Facilities and the Restroom Facility in accordance with paragraphs 3.a and 3.b above, then the District may give written notice to the Town stating that the term extension set forth in paragraph 9 above shall be null and void, such that the term of the Lease Agreement reverts back to the original term expiring on May 12, 2030.

11. **Surrender.** On the last day or sooner termination of the term of this Lease Agreement, the Town shall surrender to the District the Easement Corridor and Parking Areas, with all buildings and permanent improvements.
12. **No Assignment or Sublease.** The Town shall not, without the District's prior written consent, assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) the Lease Agreement or any interest under it, or sublet the Parking Areas or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be under seal by their duly authorized officers as of the day and year first above written.

WITNESS:

Michael H. Este

TOWN OF YORK

By: Stephen H. Burns
Print: Stephen H. Burns
Its: Town Manager

STATE OF MAINE
COUNTY OF YORK

Then personally appeared the above-named Stephen Burns, the Town Manager of the Town of York, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the Town of York.

Before me,

Kathryn Danylik-Lagasse
Notary Public
Print Name: Kathryn Danylik-Lagasse
My Commission Expires:
July 29, 2022

Kathryn M. Danylik-Lagasse
Notary Public
State of Maine
My Commission Expires
July 29, 2022

WITNESS:

Daryl E Stevens

YORK WATER DISTRICT

By: Donald D. Neumann Jr.
Print: Donald D. Neumann Jr.
Its: Superintendent

STATE OF MAINE
COUNTY OF YORK

January 21, 2020

Then personally appeared the above-named Donald D. Neumann Jr., the Superintendent of the York Water District, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the York Water District.

Before me,

Kathryn Danylik-Lagasse
Notary Public
Print Name: Kathryn Danylik-Lagasse
My Commission Expires:
7/29/2022

Attachments:

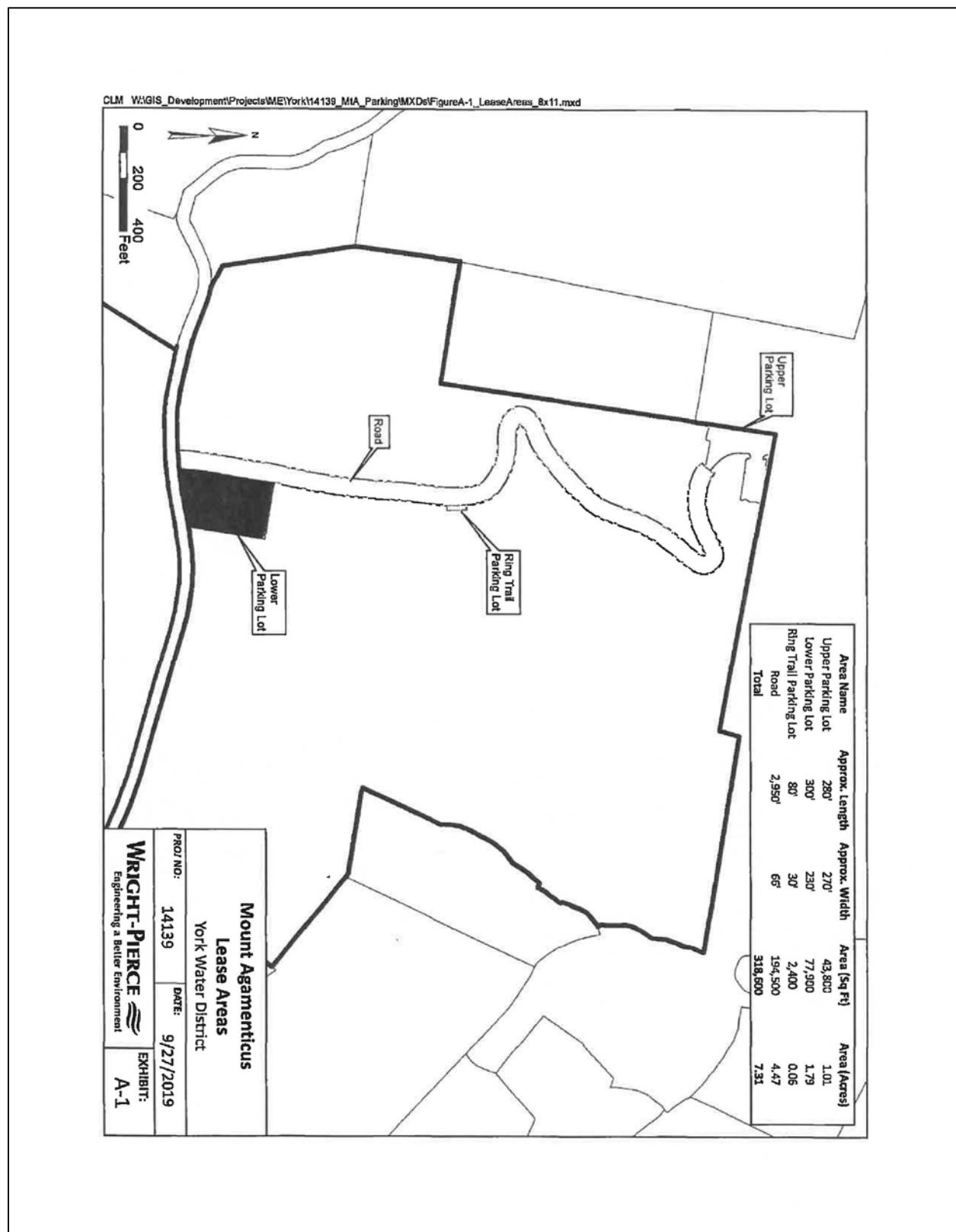
- Exhibit A-1 – Mount Agamenticus Lease Areas
- Exhibit A-2 – Mount Agamenticus Overview
- Exhibit B-1 – Mount Agamenticus Lower Parking Lot (including designated area for possible Welcome Center)
- Exhibit B-2 – Mount Agamenticus Ring Trail Parking Lot
- Exhibit B-3 – Mount Agamenticus Upper Parking Lot
- Exhibit C – Mount Agamenticus Authorized Trails

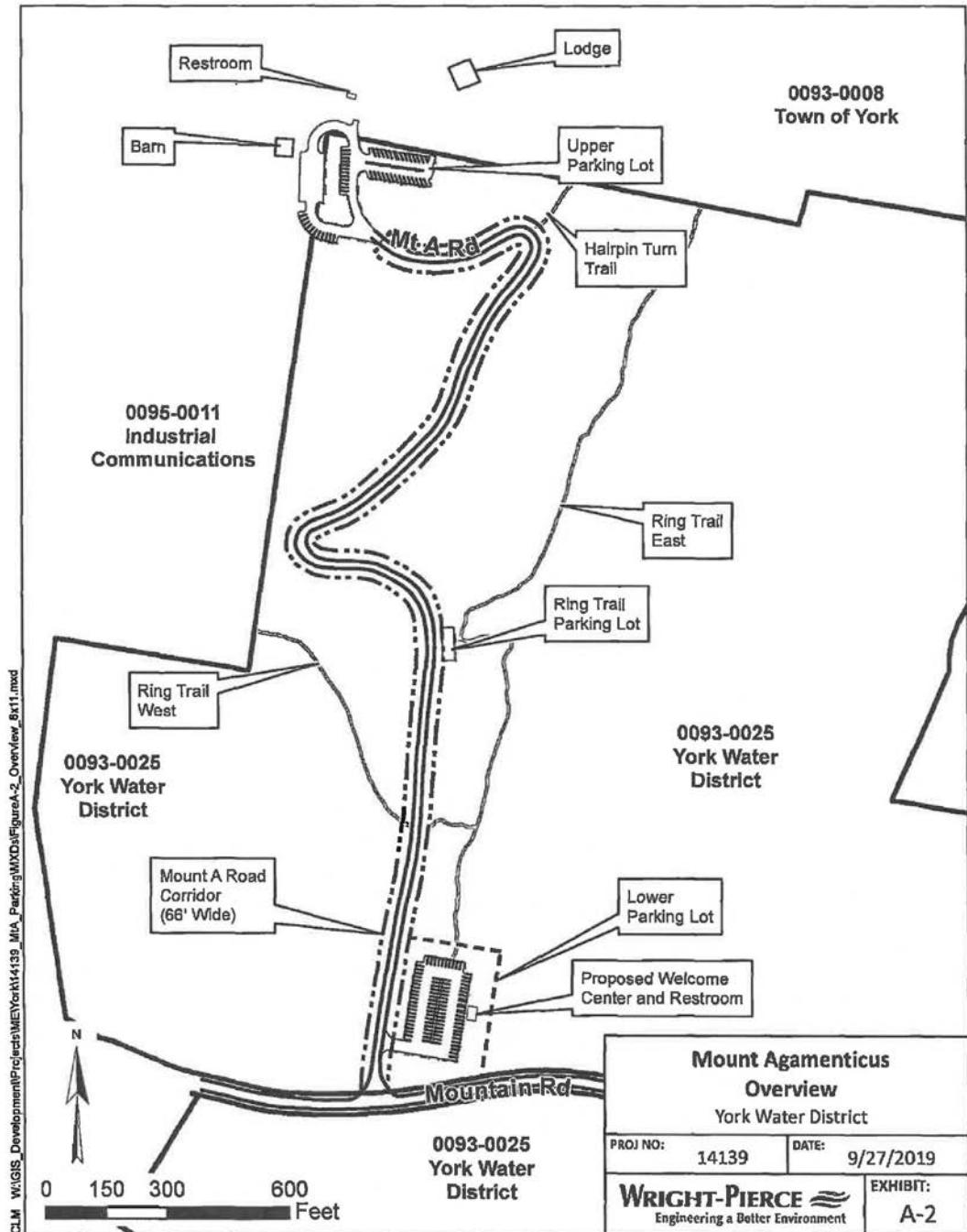
Kathryn M. Danylik-Lagasse
Notary Public
State of Maine
My Commission Expires
July 29, 2022

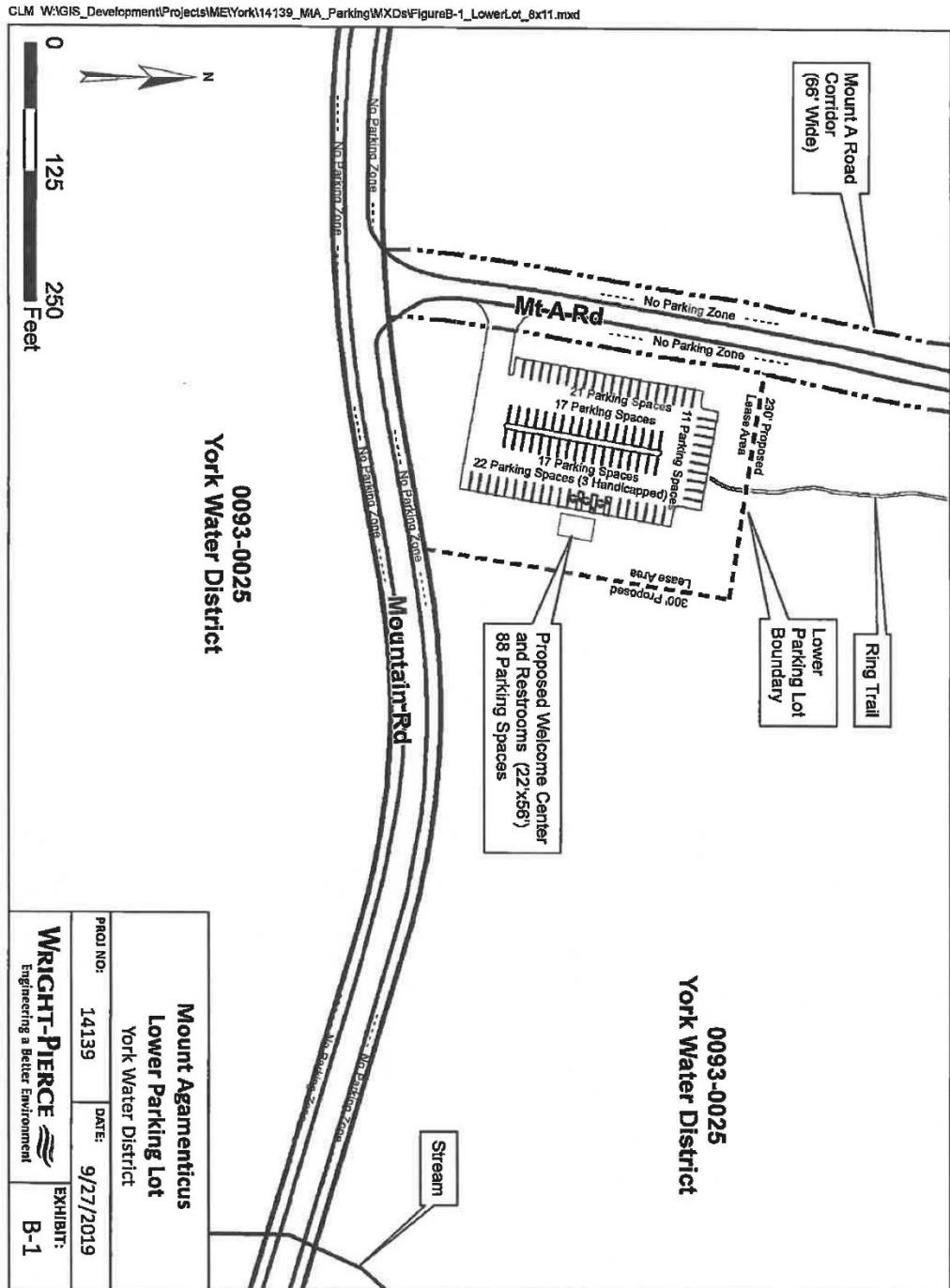
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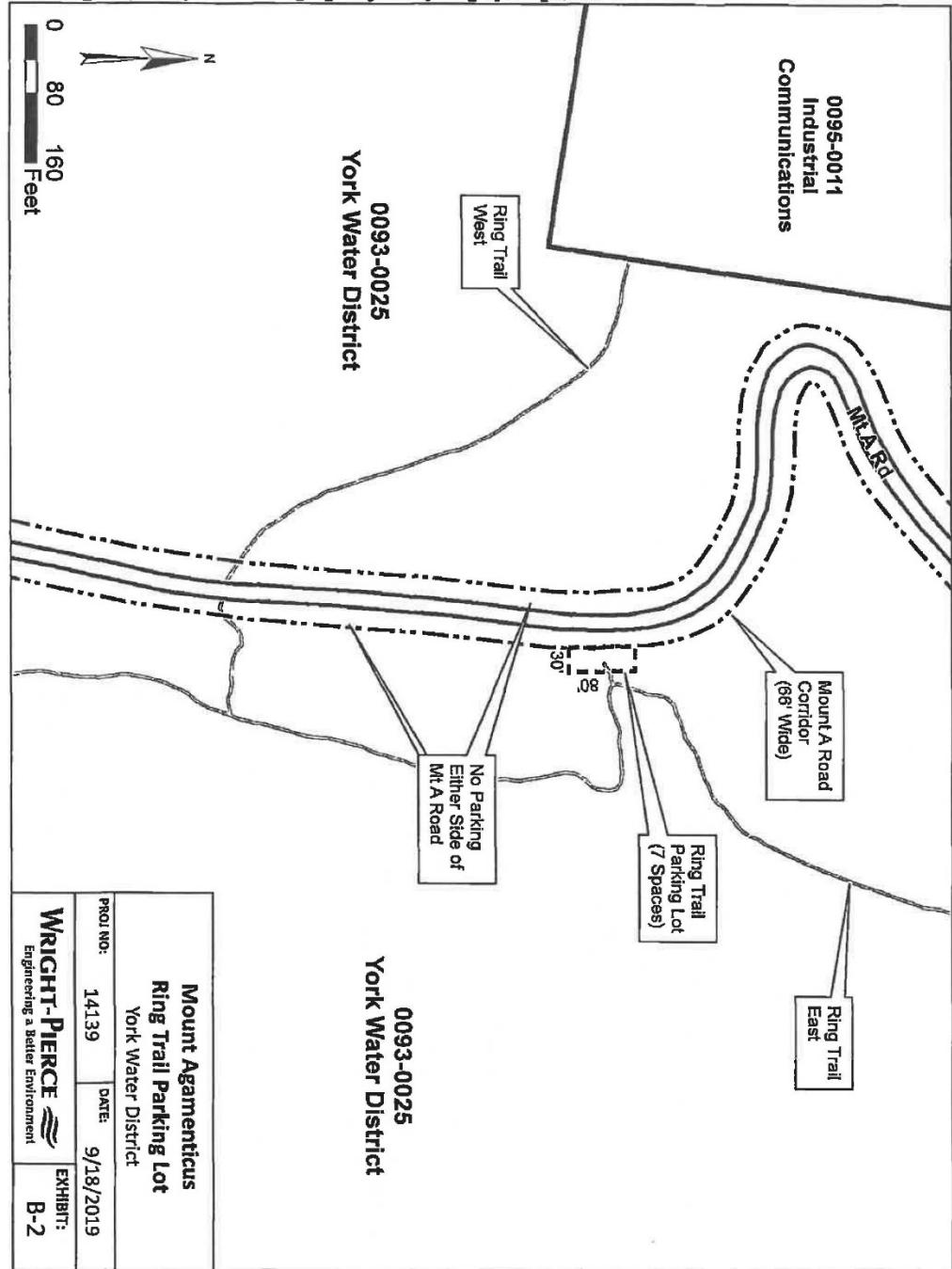
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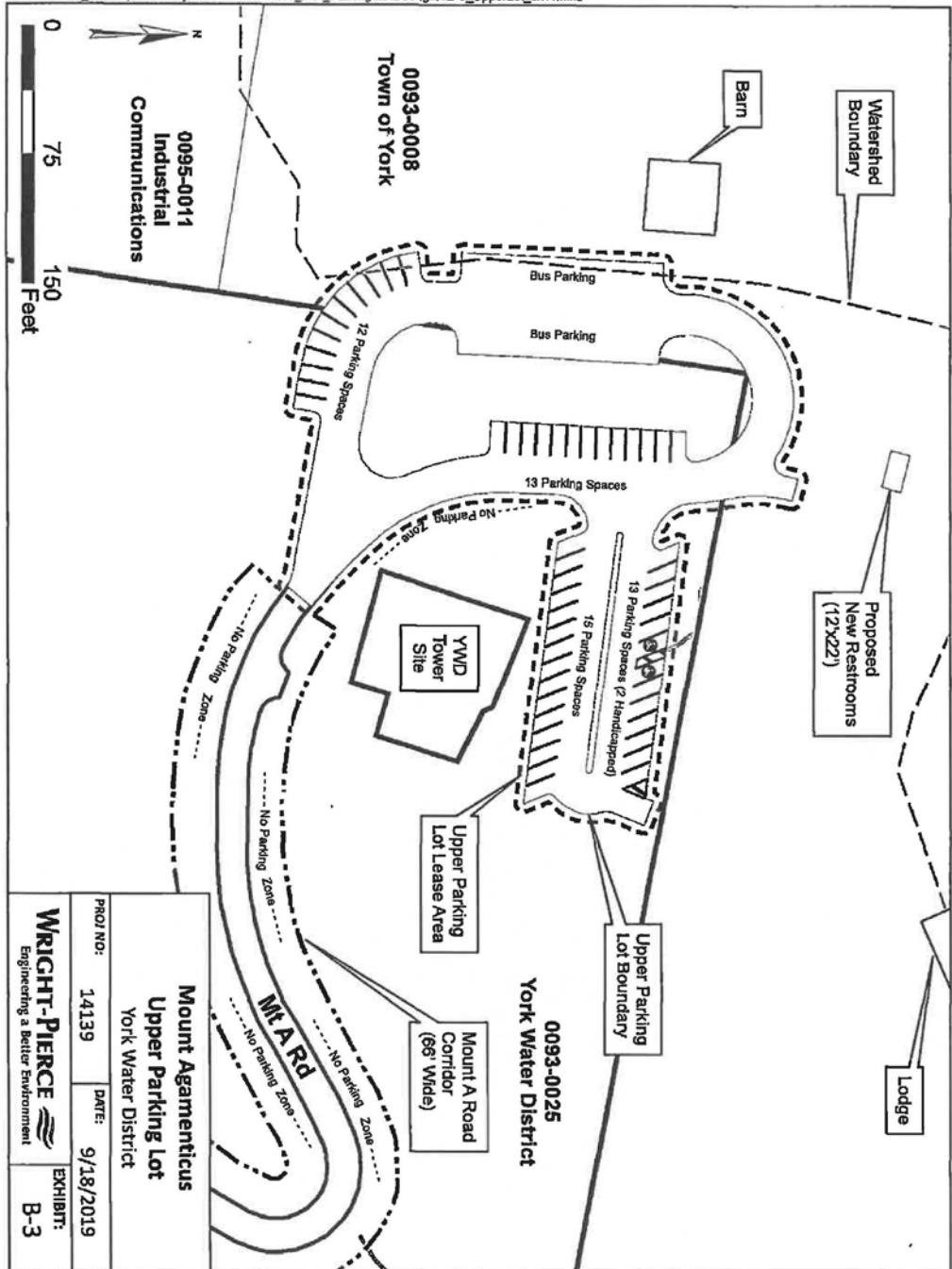
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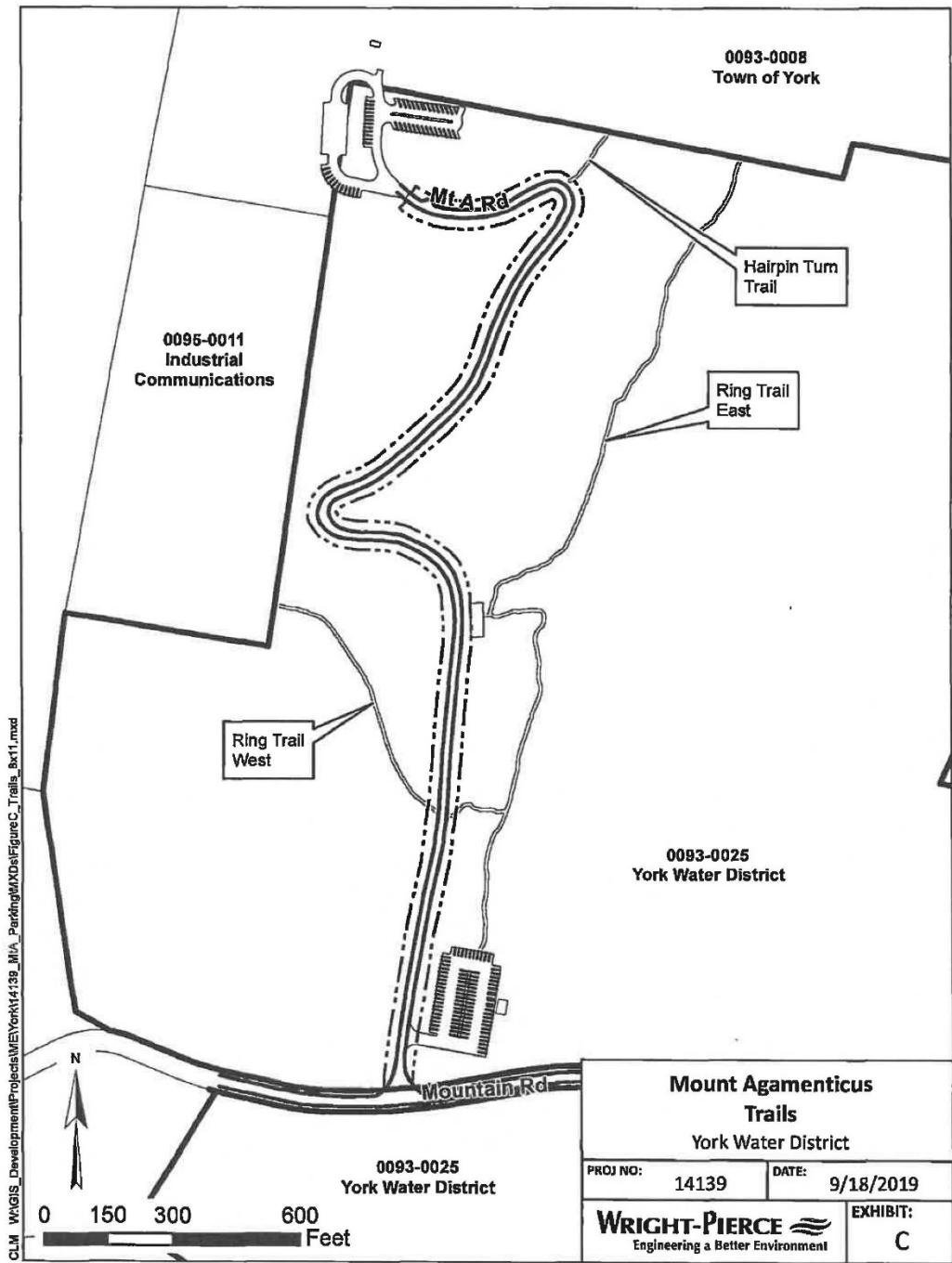












Original (Now Superseded)
York Water District Lease to Town of York
May 12, 1980

BOOK 2651 PAGE 118

08579

THIS AGREEMENT, made as of the 12 day of May, A.D. 1980, by and between YORK WATER DISTRICT, a quasi-municipal corporation, organized and existing under the provisions of Chapter 8 of the Private and Special Laws of the State of Maine of the year 1929, and located in the Town of York, in the County of York and State of Maine, hereinafter referred to as "the District," as party of the first part, and the INHABITANTS OF THE TOWN OF YORK, MAINE, a municipal corporation organized and existing under the laws of the State of Maine, and located at York, in the County of York and State of Maine, hereinafter referred to as "the Town," as party of the second part

M I T N E S S E T H :

THAT, WHEREAS the District is the owner of a certain land situated in the Town of York, in the County of York and State of Maine, on the north-easterly side of the highway leading from Cape Neddick, in said Town of York, to Emery's Bridge, so-called, in the Town of South Berwick, in said County, and variously known as the George Welch lot, the Samuel W. Norton lot, the Mary A. D. Weare lot and the David Farwell lot, together with a private way leading from said highway across said premises to a point near the top of Agamenticus Mountain, so-called, in said York;

AND WHEREAS the Town is the owner of sundry lots or parcels of land situated on the top and the northwesterly, northerly and northeasterly sides of said Agamenticus Mountain, adjoining, in part, the said land of the District;

AND WHEREAS the Town is in the process of building upon its said lands a public park and recreational area for both summer and winter recreational purposes, and desires to acquire certain rights and easements relative to a right of way for ingress and egress by vehicle or otherwise, a right of way for the maintenance of a power line, so-called, and the use of a parking area, on, over and across said lands of the District for the use and benefit of the said Town, its agents and servants, its patrons or customers,

BOOK 2651 PAGE 119

prospective or otherwise, and any and all persons that may desire to use or patronize the facilities of such recreational area.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by the Town, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements herein contained, it is hereby mutually agreed by the parties hereto as follows:

The District does hereby grant and lease to the Town, for the term and upon the conditions hereinafter set forth, the following described rights and easements, to wit:-

1. An easement for the building, repairing and maintenance of a right of way for ingress and egress by vehicle or otherwise, over and across said lands of the District for the use and benefit of the said Town, its agents and servants, its patrons or customers, prospective or otherwise, and any and all persons that may desire to use or patronize the facilities of such recreational area.

The easement hereby granted and leased shall cover the road that was laid out and built by the U. S. Government during World War II, leading from the above described highway to the top of Agamenticus Mountain. The strip of land hereby made subject to the easement shall be three (3) rods (49 $\frac{1}{4}$ ft.) in width, except that if any unusual problem of drainage or construction is presented, the width may be increased to four (4) rods (66 ft.).

2. A right of way for the erection, construction, maintenance, repair and/or replacement of a power line, so-called, consisting of poles, wires and such other appurtenances and equipment as are ordinarily used, or may hereafter be used, in the conduct and transmission of electric power, extending from said highway, in a northeasterly direction, to said lands of the Town at or near the top of said Agamenticus Mountain, said power line to commence at said highway, a short distance westerly of the southwesterly terminus of said right of way for vehicles; thence running approximately parallel to the westerly side of said right of way to a point near the former location

-2-

of the sentry box or out post used by the U. S. Government during World War II; thence running easterly, across said right of way, to a point in a line of telephone wire, attached to trees, originally strung by the U. S. Government, and presently being used for communication with the forest service tower on said Agamenticus Mountain; thence following the approximate line of said telephone, in a northeasterly direction, in a straight line, to said land of the Town near the top of said Agamenticus Mountain. Said right of way for said power line to include the right to cut down and remove all trees within twenty (20) feet of either side of the line of poles so to be set for said power line, and the right to said Town and its successors in title, to enter upon said strip of land, twenty (20) feet in width on either side of said power line, for the purpose of erection, maintenance, repair and/or replacement of said power line, and the cutting and removing of trees as hereinbefore provided.

3. Also the right to said Town to use, for the purpose of making a parking area, a tract of land approximately two and one-half (2½) acres in area, situated immediately southeasterly of the private way so hereinbefore constructed by the U. S. Government, and wholly enclosed, except on the side adjoining said highway, by a stone wall, said premises being bounded southwesterly by said highway; northwesterly by said former Government right of way, and northeasterly and southeasterly by other lands of the District, together with the right to cut and remove such trees as said Town shall deem proper, and to level the ground of said parking area so far as may be reasonably necessary to fit it for use. Free access from the westerly side of said parking area to said former U. S. Government right of way shall be permitted at any and all times. All of the foregoing privileges and facilities hereby granted and leased to the Town shall be improved, maintained and repaired at the sole expense of the Town, and the said Town shall save the District harmless from any and all claims for loss or damage that may arise for any reason from the use of said right of way or road, power line and/or parking space,

ADK 2651 pg 121

and any or all of them, by the Town, its agents or servants, its patrons, invitees, permittees or any other person or persons whatsoever.

The said Town covenants and agrees that said easements and the road, power line and parking area built, maintained and repaired in accordance herewith, shall not be used or maintained in any way, or by any person, that will contaminate the waters of the great pond known as "Chase's Pond" or "Chase's Lake," from which the District takes its water supply for the Town of York, to the extent that it is dangerous to public health or in any way distasteful or obnoxious to the District or to the takers of the water from said pond.

In the event it is found that any dangerous or obnoxious condition or conditions exist as a result of the maintenance and use of the rights and privileges hereby granted and leased, the Town, upon notice to that effect, shall forthwith correct or remove such condition or conditions, and failing to do so, the District shall have the right to close the said road and parking space and to suspend the use and occupancy of said road and parking space under this easement agreement until such time as said condition is corrected or removed.

By virtue of the rights and privileges herein contained the Town shall have the right to restrict or restrain the use of said road and/or parking space or to limit its use to its agents or servants, its customers or patrons, prospective or otherwise, and for such purpose to bar or obstruct the said road and/or parking space, or to charge a fee for the use of either or both of them, provided, however, that nothing herein contained shall be construed as preventing, restricting, or in any way limiting the District or its agents and servants in the free use and passage on or over said road and parking space at all times for any reason.

In consideration of the rights and privileges hereby granted, the Town further agrees that any portion of the proposed recreational area which lies on the water shed of said "Chase's Pond" shall be so constructed and maintained

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BOOK 2651 PAGE 122

so as to prevent any pollution of said pond or of any of the streams tributary thereto.

No commercial enterprise of any kind, other than parking, shall be carried on or conducted in the area hereinbefore provided to be used as a parking area.

4. The rights and privileges hereby granted and leased shall run and exist for a period of fifty (50) years from the date hereof, and shall be subject to renewal, provided that the terms and conditions herein are performed by the Town, provided, however, that if at any time during the term of this agreement, or any renewal thereof, the Town shall cease to own the land to which access is provided by this agreement, this agreement and the easements and rights herein provided shall all become null and void.

5. This agreement shall enure to the benefit of and be binding on the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be sealed with their several corporate seals and executed in the name of their respective Corporations by their duly authorized agents.

Signed, sealed and delivered
in the presence of

David C. MacLennan, Supt.

YORK WATER DISTRICT
(Party of the first part)
By *John D. Dugan*
Its President thereunto duly authorized



John D. Dugan
to our knowledge

INHABITANTS OF THE TOWN OF YORK, MAINE
(Party of the second part)
By *George M. Willard*
John D. Dugan
George L. Allen
Robert D. Henry
Clarence E. Estes
Selectmen

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BOOK 2651 PAGE 123

STATE OF MAINE ss.
COUNTY OF YORK

May 12, 1980

Then personally appeared Philip D. d'Entremont, President of the Board of Trustees of the York Water District, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation,

Before me,

Brenda J. Peltier
Justice of the Peace/Attorney at Law/Notary Public



YORK, ss.
Received MAY 13 1980 at [11.16 m. A.M.]
and recorded from the original

-6-

Bill of Sale for Personal Property of York Corner Holding Company

April 25, 1980

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

YORK CORNER HOLDING COMPANY, a corporation duly organized and existing under the laws of the State of Maine and located at York, County of York and State of Maine, in consideration of ONE DOLLAR and other valuable consideration paid by THE TOWN OF YORK, a municipal corporation existing under the laws of the State of Maine and located at York, County of York and State of Maine, the receipt whereof is hereby acknowledged, do hereby GRANT, SELL, TRANSFER AND DELIVER unto the said Town of York;

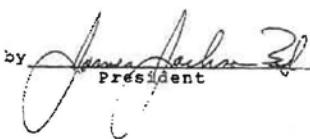
All of the personal property owned by the Seller on Mount Agamenticus, so-called, in said Town of York, and including all ski lift equipment, furnishings, fixtures, plumbing, electrical and heating systems, appliances, light and other fixtures, and all items of personal property contained on said premises and in the buildings on said premises.

TO HAVE AND TO HOLD, all and singular the said goods and chattels to the said Town of York, its successors and assigns, to their own use and behoof forever.

AND it hereby COVENANTS with the said Town of York that it is the lawful owner of said goods and chattels and personal property, and that they are free from all encumbrances; that it has good right to sell the same as aforesaid; and that it will WARRANT AND DEFEND the same unto the said Town of York, its successors and assigns, against the lawful claims and demands of all persons.

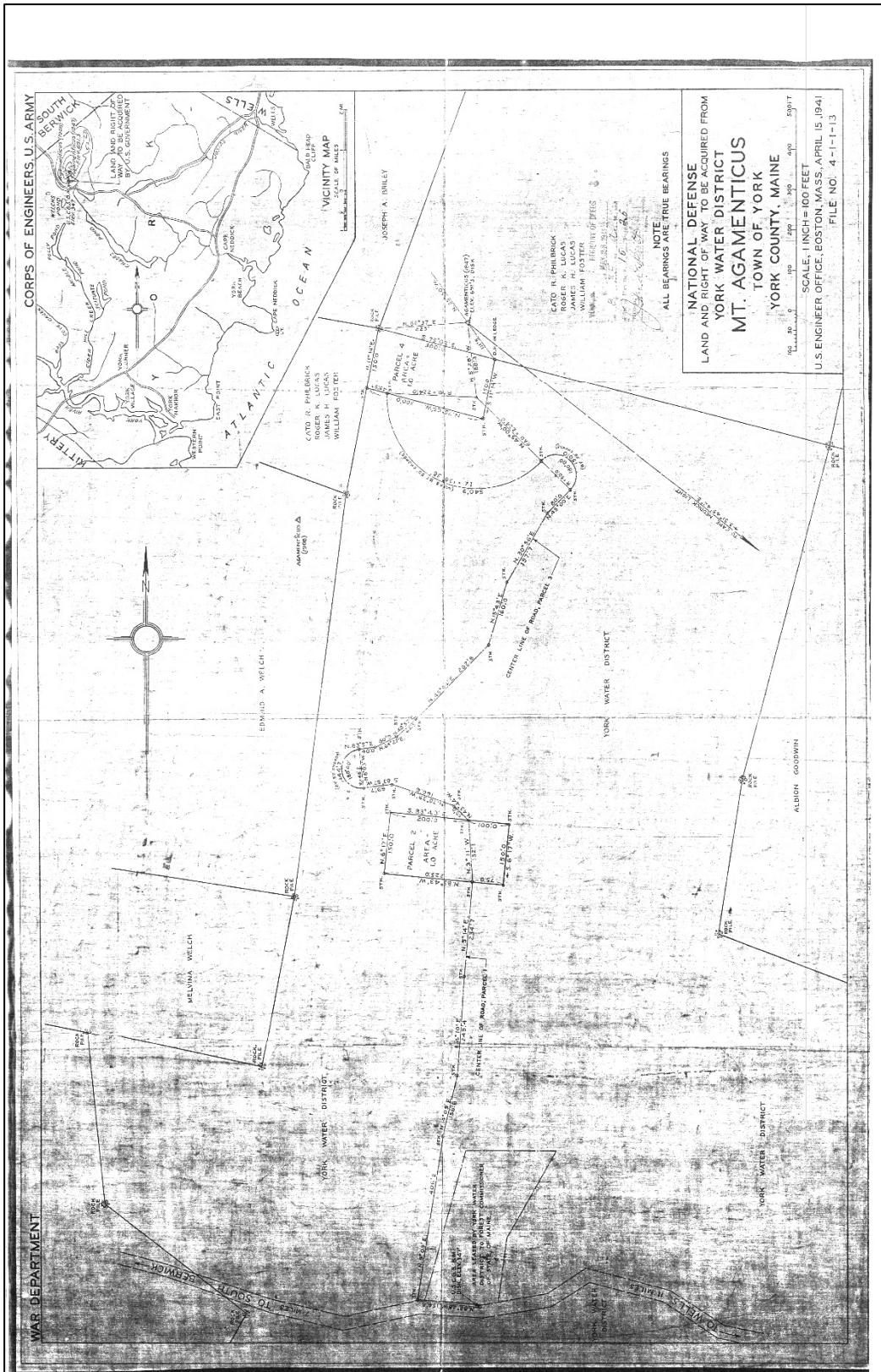
IN WITNESS WHEREOF, the said York Corner Holding Company has caused this instrument to be sealed with its corporate seal and signed in its corporate name by James ~~W.~~ Jackson, 3rd., its President, thereunto duly authorized, this 30th day of April in the year one thousand nine hundred eighty.

SIGNED, SEALED AND DELIVERED YORK CORNER HOLDING COMPANY
IN PRESENCE OF


by 
President

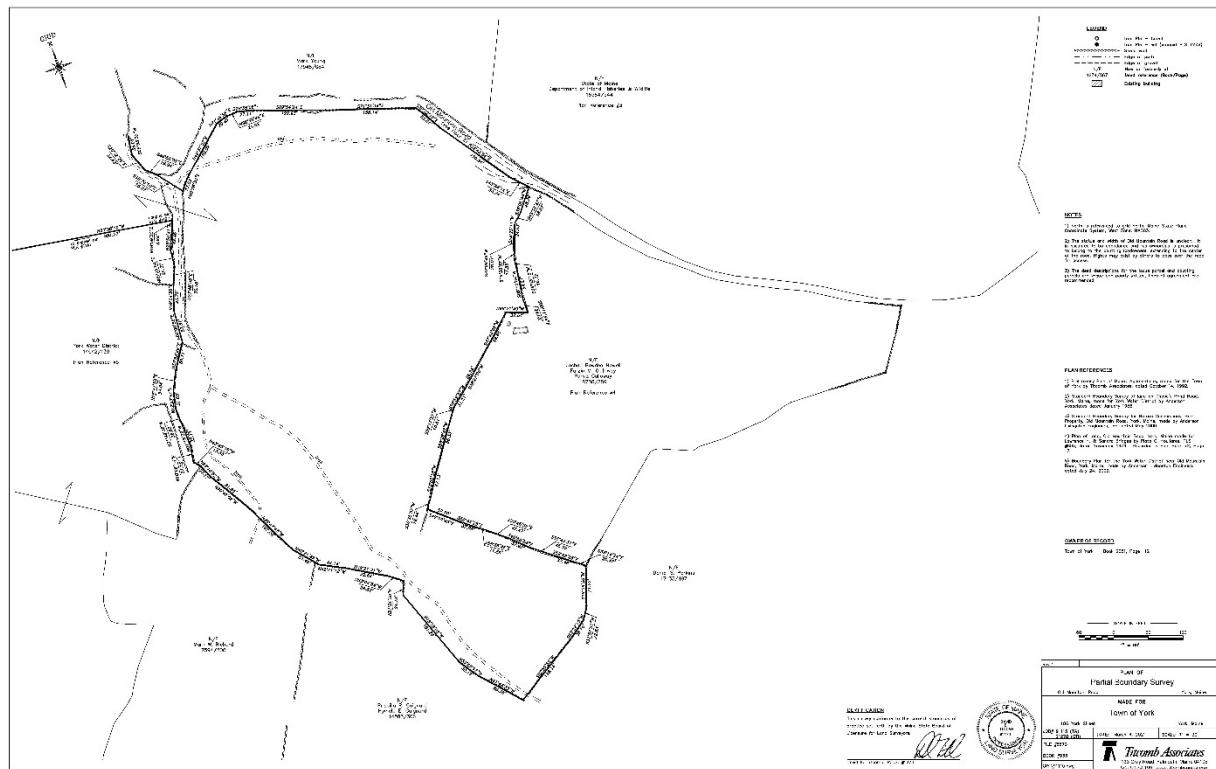
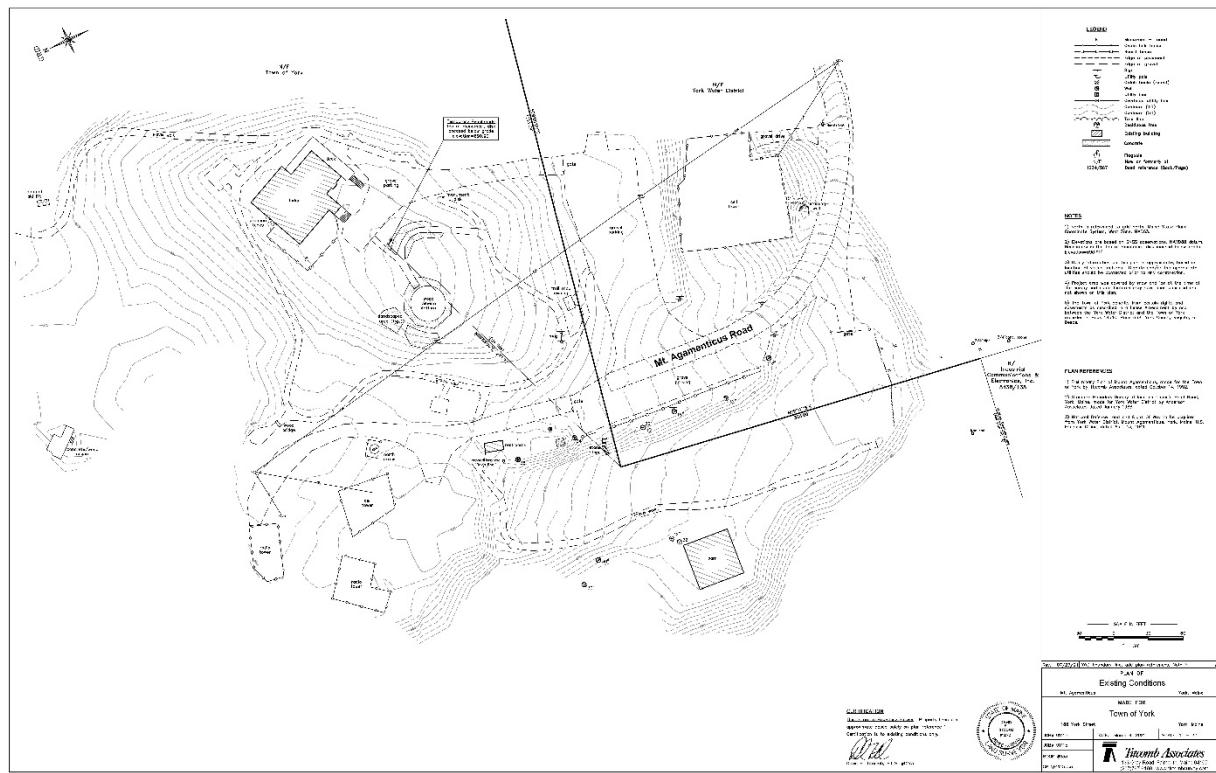
EWALL STRATER
AND HANCOCK
COUNSELLORS-AT-LAW
200 YORK STREET
YORK, MAINE

United States Army
Plan for the Road to the Summit
1941



Two Sheets - Partial Surveys

2022



Chronology of Events Relating to Mount A

Trustees

Stephen C. Rendall Jr., President
 Frank Witham, Treasurer
 Richard E. Boston, Clerk
 Andrew Belliveau, Trustee
 Karen Arsenault, Trustee

**Administration**

Donald D. Neumann Jr., Superintendent
 Gary E. Stevens, Resource Prot. Manager
 Ryan Lynch, Treatment Plant Manager
 Patrick M. Desrosiers, Financial Manager

86 Woodbridge Road
 York, Maine 03909
 Telephone: (207) 363-2265
 Fax: (207) 363-7338
www.yorkwaterdistrict.org

February 5, 2018

**A Chronological Listing of
 History, Planning and Conservation on and around Mt. Agamenticus**

- 1671 – 1873 various mills are operated at the mouth of Chase's Pond with water that flows from Mt. Agamenticus.
- 1720 Probably the first dam is built at Chase's Pond.
- 1895 York Shore Water Company was organized to "Supply the Towns of York and Wells with Pure Water".
- 1896 Directors of the York Shore Water Company Voted: "Chase's Pond and the Water Rights Connected Therewith be Purchased by This Company".
- 1896 Piped Water from Chase's Pond was turned on in York Beach.
- 1908 Piped Water from Chase's Pond reaches York Corner.
- 1918 First Fire Tower built on Mt. Agamenticus.
- 1929 An Act to Create the York Water District was passed by The Maine State Legislature.
- 1930 The Supreme Judicial Court orders York Water District to pay York Shore Water Company fair market value for their Plant, Property and Franchises. On payment the property passes to the York Water District including property to the summit of Mt. Agamenticus.
- 1941 A Military Radar Base is built on Summit of Mt. Agamenticus.
- 1950's Replace the first fire tower with a second Fire tower on Mt. Agamenticus.
- 1964 Big A Ski Area opens.
- 1974 Big A Ski Area closes.
- 1974 proposed 3500-unit housing development on and around Mt. Agamenticus by an Oklahoma developer.
- 1975 Town of York votes down the proposed 3500-unit housing development.
- 1975 Town of York voters approve to protect Mt. A for a wilderness/recreation area.
- 1975 Sasonoa Preliminary Study and Data Sheets, Citizens Ad Hoc Committee for the Towns of South Berwick and York.
- 1976 Town of York forms the Mt. A. Advisory Committee.
- 1976 Summary of Recommendations for Mt. Agamenticus Wilderness Area, Agamenticus Advisory Committee to Town of York.

- **1977** Local Officials request United States Department of Agriculture conduct a study of the 32-square mile Mt. Agamenticus Area, so local communities can make informed decisions about the future of Mt. A. This was an 18-month study.
- **1980** Final Report of the Mt. Agamenticus United States Department of Agriculture Cooperative Study. Report includes Appendixes for Water Resources, Cultural Resources, Land Resources, Fish & Wildlife Resources, and a Botanical Survey.
- **1980** Wright –Pierce Engineers complete, “**HANDBOOK: A Guide to Passive Recreation Potential of Mt. Agamenticus**” for the York Parks Commission to aid them in park planning and implementation process.
- **1980** York residents voted to spend \$200,000 to purchase the summit of Mt. Agamenticus for public benefit and appreciation of its vastness, scenic landscape and recreational opportunities.
- **1980** York Water District leases Mt. A Road to Town of York and 2.5 acres for future parking lot at the corner of the Mt. A Road and Mountain Road for 1 dollar for a 50-year lease. The purpose of this lease is access and egress to the planned public park at Mt. A.
- **1991** Surveyor’s Report of Mt. Agamenticus, South Berwick and York Maine, Land for Maine Future Board.
- **1992** Surveyor’s Report of Mt. Agamenticus Properties, Titcomb Associates for the Town of York.
- **1996** Mt. A Advisory Committee held its last meeting on April 12th.
- **1996** Mt. A Steering Committee holds its first meeting on April 30th York Water District was and continues to be a member to this day.
- **1997** Mt. Agamenticus Trail Condition and Recreational User Review, Roger P. Cole for Mt. Agamenticus Steering Committee.
- **1997** Mt. Agamenticus Chronology, Researched and Compiled by Roger P. Cole for the Mt. Agamenticus Steering Committee.
- **1997** Mt. Agamenticus Trail and Recreational User Survey, Southern Maine Regional Planning Commission for the Mt. Agamenticus Steering Committee. Since then annual “Visitor Use Surveys” have been conducted from 2001 to present.
- **1999** “**Mt. Agamenticus Public Use and Trail Management Plan**”, prepared by Southern Maine Regional Planning Commission for the Mt. A Steering Committee. It served as the vehicle for grant applications and the resulting funding as well as establishment of the Conservation Coordinator position and collaborative funding (annual contribution) of that position by the various municipal (such as York Water District) and non-profit stakeholders.
- **1999 – 2000** The Nature Conservancy, Great Works Regional Land Trust and the York Land Trust completed the Mt. Agamenticus Challenge, a conservation effort that raised \$3.2 million and protected an additional 1,652 acres around Mt. Agamenticus.
- **1999** Torbert McDonald led first group of local youth in trail work.
- **2000** Susan Ask, the first Mt. A Conservation Coordinator is hired; first Conservation Trail Crew members hired. Seasonal crews continue to be hired each year through 2017 to manage and maintain the trail system.
- **2002-2018** The successful Mt. Agamenticus Challenge together with increased threats of development inspired the formation of the current land conservation effort: the Mt.

Agamenticus to Sea Conservation Initiative (MtA2C). A coalition of 10 National, Regional and Local partners collectively protected an additional 2,864 acres of land since 2002.

- **2004** Conservation Plan for the Mt. Agamenticus Region this lays forth the community's vision of timely and lasting conservation in the Mt. A Region. It was developed with extensive public input from a broad range of citizens and stakeholders.
- **2004** Robin Kerr is hired as the second Mt. A Conservation Coordinator.
- **2006** Mt. Agamenticus Trail Assessments and Field Observations, David Tibbets for the Mt. Agamenticus Steering Committee.
- **2009** Mt. A Summit Guidelines for Usage contains original traffic count data and illustrates the need for improved services and vision of the lodge.
- **2010** The Mt. A Lodge is transformed into the Learning lodge.
- **2011** Planning of the Universal Access Trail.
- **2012** Public Access and Trail Plan prepared by Southern Maine regional Planning Commission for the Mt. A Steering Committee.
- **2013** Mt. A. Planning Workshop with Selectmen, YWD Trustees, Steering Committee and others; demonstrated need for additional workshop and implementation /funding plan for Mt. A.
- **2014** Construction of Phase I of the Universal Access Trail on summit of Mt. A.
- **2015** Construction of Universal Deck Phase I and Universal Access Trail Phase II.
- **2015** Mt. Agamenticus Steering Committee "Strategic Plan & Benchmarks" highlighting first hill goals for resource management, access, infrastructure, public support, public programming and communications.
- **2016** "Mt. Agamenticus Parking & Traffic Flow Needs Study" by Southern Maine Planning and Development Commission.
- **2016** Created a draft, Base & Summit Parking Concept Designs.
- **2016** Construction of phase III & IV of the Universal Access Trail. Trail Grand Opening in September 2016.
- **2017** Formal letter from York Water District to the Board of Selectmen and Budget Committee expressing the need for formalized parking and facilities at Mt. Agamenticus. All visitors who park in the limited base parking, most of the summit parking and along Mountain Road are using first hill, property owned by York Water District.
- **2017** York Water District Board of Trustee's approve a line item in the 2018 Capital Improvement Budget to fund the design and engineering of the Parking at Mt. Agamenticus but want a guarantee from Selectmen the parking lot design will go on to the voters for construction in a timely manner.
- **2018** Workshop of Town of York Board of Selectmen and YWD Board of Trustees to discuss Mt. Agamenticus issues.