



***SELECTMEN'S EPACKET***  
***List of Files***  
***February 7, 2012***

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## **BOARD OF SELECTMEN**

### **AGENDA**

February 7, 2012

7:00 p.m.

Broadcast Studio

### **SELECTMEN'S MEETING**

- 1) Call to order.
- 2) Minutes of previous meetings dated:
  - December 6, 2011
  - January 10, 2012
- 3) New Business.
  - a) Certificate of Appreciation for Budget-Finance Committee Service Ralph Bartholomew- Joe Bruno, Chair
  - b) Panther Pond Project Phase II Wrap Up Presentation- Betty Williams & Pat Marass, Cumberland County Soil & Water Conservation District
  - c) Consideration and Approval of Proposed Planning Board Warrant Articles for 2012 Annual Town Meeting- Chris Hanson, Code Enforcement Officer
  - d) Abatements as Presented by Contract Assessor, Curt Lebel- Don Willard, Town Manager
- 4) Old Business
  - a) Consideration of Lease Renewal Proposal (Patricia Ave Cell Tower)- JP Knisell, Site Lease Specialist- Crown Castle
  - b) Animal Noise Ordinance
  - c) Recall and Appointment Ordinance
  - d) PACE Loan Ordinance
- 5) Executive Session pursuant to 1 MRSA § 405(6)(H): Meeting with CEO Regarding Pending Land Use Legal Matters
- 6) **Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.
- 7) **Town Manager Report and Communications.**
  - a) **Confirm date for next regular meeting:**
    - February 28, 2012 with Budget-Finance Committee
    - March 6, 2012- Selectmen Consideration of Budget & Ordinance Public Hearing

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The Selectmen may take items out of order at their discretion.

Board of Selectmen Agenda: February 7, 2012

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Deadline for March 6, 2012 Agenda: February 24, 2012

**8) Fiscal Warrants – Payroll and Appropriation Warrants – February 7, 2012**

**9) Adjournment.**

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The Selectmen may take items out of order at their discretion.

Board of Selectmen Agenda: February 7, 2012

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*Deadline for March 6, 2012 Agenda: February 24, 2012*



## BOARD OF SELECTMEN

### AGENDA

February 7, 2012

7:00 p.m.

Broadcast Studio

### SELECTMEN'S MEETING

#### 1) Call to order.

#### 2) Minutes of previous meetings dated:

- December 6, 2011
- January 10, 2012

#### 3) New Business.

##### a) Certificate of Appreciation for Budget-Finance Committee Service Ralph Bartholomew- Joe Bruno, Chair

Chairman Joe Bruno will be presenting Mr. Bartholomew with a plaque recognizing him for his 25 years of dedicated volunteer service to the citizens of Raymond as a member of the Budget-Finance Committee..

##### b) Panther Pond Project Phase II Wrap Up Presentation- Betty Williams & Pat Marass, Cumberland County Soil & Water Conservation District

Betty Williams and Pat Marass will be giving a brief PowerPoint Presentation on the wrap up for Phase II of the Panther Pond Project. A summary is attached to the ePacket.

##### c) Consideration and Approval of Proposed Planning Board Warrant Articles for 2012 Annual Town Meeting- Chris Hanson, Code Enforcement Officer

On January 25, 2012, the Planning Board held a public hearing to review proposed ordinance changes. As a result, three ordinance revisions were recommended to be sent to Selectmen for approval for Town Meeting. Proposed warrants and a memo from the Hugh Coxe, Contract Planner, are attached to the ePacket.

##### d) Administrative Property Tax Abatements as Presented by Contract Assessor, Curt Lebel- Don Willard, Town Manager

Contract Assessor Curt Lebel has a short list of abatements (attached to the ePacket) for Selectmen review. Mr. Lebel has provided a memo to explain the rationale for the recommended abatements which are all housekeeping in nature.

#### 4) Old Business

##### a) Consideration of Lease Renewal Proposal (Patricia Ave Cell Tower)- JP Knisell, Site Lease Specialist- Crown Castle

JP Knisell, Site Lease Specialist for Crown Castle, requested a renewal of the lease for the cell tower located at the top of Patricia Avenue, which expires June 6, 2020, at the January 10, 2012

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The Selectmen may take items out of order at their discretion.

Board of Selectmen Agenda: February 7, 2012

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Deadline for March 6, 2012 Agenda: February 24, 2012

Selectmen's Meeting. Attached to the ePacket is the existing lease as well as several options that they are asking the Selectmen to consider. The Selectmen requested that these options be vetted by the Town Attorneys (letter attached to ePacket) and staff a review outlining an analysis of the pros and cons of each option.

#### **b) Animal Noise Ordinance**

Mr. Gelston addressed the Selectmen regarding his ongoing problems related to noise from animals at the the January 10, 2012 Selectmen's Meeting. Mr. Gelston's specific request is that the Selectmen draft and present an ordinance to regulate such noise for consideration by the 2012 Annual Town Meeting voters. The Selectmen decided that because they had considerable testimony on this matter that they would consider a draft ordinance to be considered at Annual Town Meeting.

The Selectmen accepted and recommended an offer to attempt to mediate a resolution between the parties led by Denis Morse (letter attached to the ePacket) before any further action is taken. Also attached to the ePacket is a revised version of the 1984 Barking Dog Ordinance that could become an Animal Noise Ordinance as presented by the Town Attorney, after reviewing other local ordinances.

#### **c) Recall and Appointment Ordinance**

Raymond citizens, Jack Fitch and Frank McDermott, asked the Board of Selectmen to consider creating an Elected Official's Recall Ordinance at the April 5, 2011 BOS meeting, as authorized under Maine Law M.R.S.A. Title 30-A §2602(6). This would allow Raymond voters to petition for the removal of elected officials, with the exception of school board members, from office. Attached to the ePacket is a document that was drafted based upon the Selectmen specifications and Maine Law. Included in this is the previously drafted language is an Appointment Ordinance which would allow for Selectmen appointment of elected officials, except in the case of a "successful" recall.

#### **d) PACE Loan Ordinance**

The Selectmen were presented with information about the State Efficiency Maine Funded Property Assessed Clean Energy (PACE) loan program, which partners with municipalities to make low interest financing and cash incentives available to residents for energy conservation related home improvements, at their December 6, 2011 meeting. Part of participating in the program involves adopting a local PACE Ordinance (attached to the ePacket) which has been prepared by the Town Attorney.

#### **5) Executive Session pursuant to 1 MRSA § 405(6)(H): Meeting with CEO Regarding Pending Land Use Legal Matters**

**6) Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.

#### **7) Town Manager Report and Communications.**

##### **a) Confirm date for next regular meeting:**

- **February 28, 2012 with Budget-Finance Committee to review FY2012-13 Municipal Budget**
- **March 6, 2012 Regular Meeting- Selectmen Consideration of Municipal Budget**

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The Selectmen may take items out of order at their discretion.

Board of Selectmen Agenda: February 7, 2012

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Deadline for March 6, 2012 Agenda: February 24, 2012

**& Annual Town Meeting Ordinance Public Hearing**

**8) Fiscal Warrants – Payroll and Appropriation Warrants – February 7, 2012**

**9) Adjournment.**

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The Selectmen may take items out of order at their discretion.

Board of Selectmen Agenda: February 7, 2012

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*Deadline for March 6, 2012 Agenda: February 24, 2012*



# Panther Pond Conservation Project, Phase II Summary

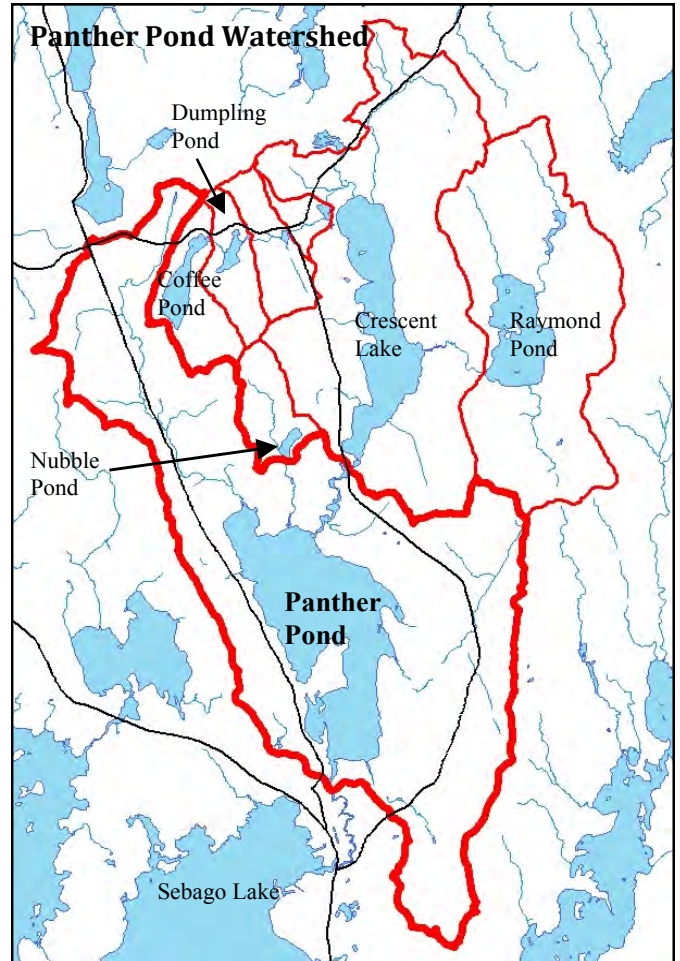
## **BACKGROUND:**

The Panther Pond Watershed is located in the Town of Raymond and Casco in Cumberland County and covers 12.3 square miles. The Pond empties into Sebago Lake and contributes about 18% of the flow to Sebago Lake.

According to the Maine Department of Environmental Protection, Panther Pond has been degraded by polluted runoff in the form of soil erosion, which is the greatest threat to water quality in Maine.

- Soil contains the nutrient phosphorus, which has the potential to promote algae blooms when it enters a lake in large quantities. As the algae die off, the water becomes depleted of oxygen through the breakdown process, and fish and animals are unable to survive.
- Algal blooms also turn the water green and murky, make rocks slippery, and give water an unpleasant taste and odor.
- Studies have shown that as water clarity decreases, property values also drop. Decreased water clarity can also be detrimental to tourism.

A **watershed** is all of the land surrounding a waterbody that drains, or sheds, its water into the resource through streams, ditches, over the ground or through ground water.



## **Phase II:**

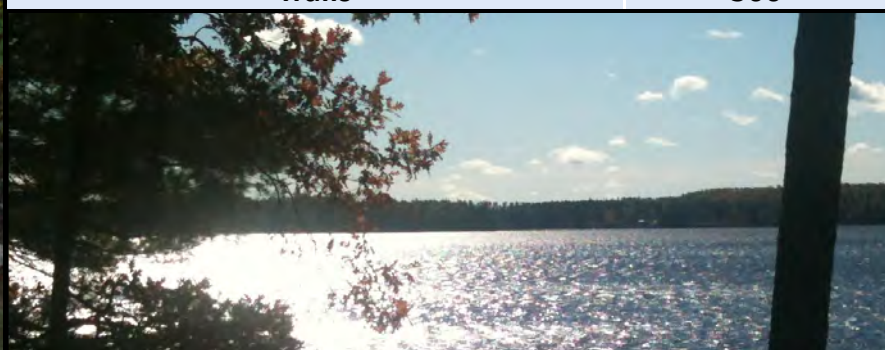
The grant was awarded and began in 2009 with requirements to complete 13 high and medium impact sites and 20 residential matching grants all with a 50/50 cost share arrangement. Four workshops took place to help raise awareness about the value of vegetated buffers and conservation practices that reduce or eliminate polluted runoff from getting into the lake. Project activities were showcased at the Panther Pond Association and Raymond Waterways Protective Association Annual meetings. Numerous outreach materials were developed to continue to raise awareness about NPS pollution and advertise the availability of technical assistance for landowners. A final project brochure was completed and included before and after photos of conservation practices.



Thirty five projects were completed as part of this grant. Through the implementation of these conservation practices a total of 33 tons of sediment and 28 pounds of phosphorus were kept from entering the lake during the Phase II project. A grand total of 54.5 tons of sediment was kept from entering the pond during Phase I & II.



Material Installed	Amount
Plants	291
Water Diverters	22
Crushed Stone (yds)	88
Rip Rap (yds)	64
Reclaim Asphalt (yds)	8
Erosion Control Mulch (yds)	108
Culverts	6
Road Gravel (cy)	219
Fencing	200'
Timber Bridges	80'
Fiber Roll	200'
Stabilized	Amount
Culverts	6
Shoreline	235'
Road/driveway Surface	650'
Trails	300'



### WHERE TO GO FOR MORE INFORMATION:

#### **Raymond Waterways Protective Association**

401 Webbs Mills Road, Raymond, ME 04071

(207) 671-3329

[lakes@raymondmaine.org](mailto:lakes@raymondmaine.org)

#### **Cumberland County Soil & Water Conservation District**

35 Main Street, Suite 3, Windham, ME 04062

(207) 892-4700

[www.cumberlandswcd.org](http://www.cumberlandswcd.org)

#### **Maine Department of Environmental Protection**

312 Canco Road, Portland, ME 04103

(207) 822-6300

[www.mainedep.com](http://www.mainedep.com)

*The Panther Pond Conservation Project was funded in part by the US Environmental Protection Agency (EPA) under Section 319 of the Clean Water Act. Section 319 grants are administered by the Maine Department of Environmental Protection in partnership with EPA in order to prevent or reduce water pollution in Maine.*

*All programs and services of the Cumberland County Soil & Water Conservation District are offered on a non-discriminatory basis, without regard to race, ethnicity, color, gender, religion, age, disability, political belief, sexual orientation, or marital or family status.*

## Memo

To: Don Willard  
From: Hugh Coxe, Planner  
Date: January 30, 2012  
Re: Raymond Planning Board Action on Ordinance Amendments

The Raymond Planning Board held a public hearing, as required by 30-A MRSA §4352 and Article 7 of the Raymond Land Use Ordinance, on January 24, 2012 for the purpose of receiving public input on warrant articles proposed for the June 2012 Town Meeting which would amend certain ordinance provisions as described below:

1. Article 9, Section L of the Raymond Land Use Ordinance (Sign provisions)
2. Articles 5 of the Land Use Ordinance (Maine Uniform Building and Energy Code provisions)
3. Section 3 of the Raymond Shoreland Zoning Provisions (Applicability section)

Following public hearing the Planning Board voted unanimously to **recommend that each of the three proposed warrant articles be placed on the 2012 Town Meeting warrant.**

The Planning Board also voted unanimously to **recommend approval** of each of the three warrant articles.<sup>1</sup>

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<sup>1</sup> The Board voted 7-0 to recommend the amendments to the sign provisions and 6-0 to recommend the MUBEC and Shoreland Zoning provisions, after one Board member left.

Town of Raymond Planning Board  
**Notice of Public Hearing**

Wednesday, January 25, 2012, 7:00 pm  
Raymond Broadcast Studio  
423 Webbs Mills Road

The Town of Raymond Planning Board will hold a public hearing on Wednesday, January 25, 2012 in accordance with Article 7 of the Land Use Ordinance, and 30-A MRSA §4352 for the purpose of receiving public input on proposed amendments for the following ordinances:

- Article 9, Section L (Signs) of the Raymond Land Use Ordinance
- Article 9, Section T (Back Lots and Back Lot Driveways) of the Raymond Land Use Ordinance
- Section 3 (Applicability) and Section 17 (Definitions) of the Raymond Shoreland Zoning Provisions
- Land Use Ordinance- Applying the Maine Uniform Building & Energy Code

The complete text will be available on line at [www.raymondmaine.org](http://www.raymondmaine.org) and at the Town Office on January 11, 2012.

## **Proposed Raymond Planning Board Warrant Articles**

To be voted on at Raymond Town Meeting – \_\_\_\_ \_\_, 2012

At Town Meeting to be held this \_\_\_\_ \_\_, 2012 the citizens of Raymond will be asked to vote on three (3) warrant articles pertaining to proposed amendments to the Shoreland Zoning Ordinance and Land Use Ordinance. Set out below is the text of the question for each article, followed by a brief description of the proposed amendment. The questions include a reference to the ordinance provision proposed for amendment.

The proposed amendment language is not included here but is available at the town office and on the town website (<http://www.raymondmaine.org>).

***[Note: The use of the word "Article" within the ordinance does not indicate a separate warrant article.]***

### Shoreland Zoning Ordinance/ Timber Harvesting

**ARTICLE \_\_\_\_:** Shall Section 3 of the Town of Raymond Shoreland Zoning Provisions, as adopted May 21, 1994 and amended through June 7, 2011, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

**Description:** The state's Shoreland Zoning Act requires all municipalities to adopt ordinance provisions which regulate land use within the shoreland zone and the Board of Environmental Protection (BEP) establishes minimum guidelines for such ordinance provisions.

Raymond revised its Shoreland Zoning provisions in 2011 to bring them into compliance with BEP mandated revisions. The intent was to adopt a version that was identical to the statewide standards for timber harvesting so the Town could seek the assistance of the Maine Forest Service (MFS) in enforcing the timber harvest regulations in the Shoreland zone. However because the Raymond Shoreland Zoning provisions apply to land areas within **600** feet of the normal high-water line of any great pond, or river and within **100** feet of the normal high-water line of a stream, MFS determined that Raymond's adopted provisions are not identical to the statewide standards, which apply to land areas within **250** feet of the normal high-water line of any great pond, or river and within **75** feet of the normal high-water line of a stream.

The amendment attempts to rectify this by amending the “applicability” section so that the Timber Harvest Standards, when effective, shall apply to land areas within **250** feet of the normal high-water line of any great pond, or river and within **75** feet of the normal high-water line of a stream.

**Key changes:**

- Adoption of an applicability clause so that the Timber Harvest Standards, when effective, shall apply to land areas within **250** feet of the normal high-water line of any great pond, or river and within **75** feet of the normal high-water line of a stream – the state-wide standard.

Land Use Ordinance - Sign Provisions

**ARTICLE \_\_:** Shall Article 9, Section L of the Town of Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 7, 2011, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

**Description:** The town made significant amendments to the Sign provisions of the Land Use ordinance in 2009 and since then the Planning Board has reviewed a number of sign applications in the Commercial district. The Board now feels, based on the experience of these reviews, that many of them are straight-forward and not of sufficient public interest to warrant a Planning Board level review. The Board would like to have all sign applications that are not part of a site plan review, be reviewed by the code office unless the application raises issues which in the opinion of the code officer may not be adequately resolved in a staff review process.

**Key changes:**

- Delegates review and approval of sign applications that are not part of a site plan review to the code office unless the application raises issues which in the opinion of the code officer may not be adequately resolved in a staff review process.

Land Use Ordinance – Administration/ Maine Uniform Building and Energy Code

**Article \_\_:** Shall Article 5 of the Town of Raymond Land Use Ordinance be amended by adding the underscored language and deleting the language in strikeover type, as shown below?

**Description:** Fill in

**Key changes:**

- Fill in.

*The full text of the warrant articles including the text of the proposed ordinance amendments is available at the town office and on the town website.*

Town of Raymond  
Town Meeting Warrant – June \_\_, 2012

**ARTICLE \_\_: Shall Article 9, Section L of the Town of Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 7, 2011, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?**

***[Note: The use of the word "Article" within the ordinance does not indicate a separate warrant article.]***

**Town of Raymond Land Use Ordinance**

**ARTICLE 9 - MINIMUM STANDARDS**

**L. Signs *[Amended 06/02/09]***

**2. Sign Permits**

Except as otherwise herein provided, no person shall install, erect, or place a new sign or modify, move, replace, or make alterations to any sign, without first applying for and obtaining from the appropriate reviewing authority as set out in subsection 2.a below, a sign permit. Applications shall be on forms prescribed and provided by the Code Enforcement Officer setting forth such information as set out in subsection 2.b below and any other information that may be required by the reviewing authority for a complete understanding of the proposed work.

Applications shall be submitted to the Code Enforcement Officer, accompanied by the required fee as specified in the Schedule of Fees established by the Board of Selectmen. For Temporary Commercial Signs and Temporary Advertising Features the fee will be a refundable deposit to be forfeited to the Town if the applicant fails to remove the sign or advertising feature upon expiration of the permit.

Applications to install, erect, or place a new sign or modify, move, replace, or make alterations to any sign that is part of a project that is required to receive Site Plan review shall be made part of the application for Site Plan review. Sign applications that are part of a Site Plan application, and that have paid a Site Plan review fee, shall not be required to pay a sign application fee except for fees for Temporary Commercial Signs and Temporary Advertising Features, if any.

**a. Reviewing Authority**

Except for temporary signs or temporary advertising features, Planning Board approval and permit under the provisions of this section shall be required for the installation or replacement of any sign that is part of a project subject to major or minor site plan review, ~~or that is proposed for a site that ever received site-~~



Town of Raymond  
Town Meeting Warrant – June \_\_, 2012

~~plan approval from the Planning Board, and for all new or replacement signs located within the Commercial District, or for any other sign application referred to the Planning Board by the Code Enforcement Officer.~~

Code Enforcement Officer permit approval under the provisions of this section shall be required for installation or replacement of all signs not subject to Planning Board review. Prior to permitting any sign that is proposed for a site that ever received site plan approval from the Planning Board or any new or replacement signs located within the Commercial District, the Code Enforcement Officer shall consult with the Town Planner. The Code Enforcement Officer may require that any sign application be reviewed for approval by the Planning Board if, in the opinion of the Code Officer, the staff review process is unable to adequately resolve all relevant issues raised by the sign application review process.

b. Application Information

Applications shall include a signage plan which contains information on the location and design of the proposed sign or alteration. The plans shall show the design, size, location, color, materials, contents and type of lighting for each proposed sign.

Unless, waived by the Reviewing Authority ~~Planning Board~~, applications proposing installation or alteration of a fixed sign in the Commercial District shall be prepared by a design professional experienced in commercial signage.

10. Specific Standards

c. The following provisions shall govern the use of signs in the Industrial District.

- 1) Signs permitted in this district include free standing signs and signs attached to a building or structure, identifying uses or articles produced or services rendered on the premises. Signs attached to a building may project out from the façade of the building but may not be mounted to the roof of the building. In cases where the industrial lot abuts a lot in a residential district, the sign shall be constructed in a manner such that it will be oriented in a direction other than toward the residential district.
- 2) Signs will be allowed to the maximum size allowed in the commercial zone but will be at the discretion of the Reviewing Authority ~~Planning Board~~ to meet the standards of the area located.



## **AMENDMENTS TO THE TOWN OF RAYMOND LAND USE ORDINANCE APPLYING THE MAINE UNIFORM BUILDING & ENERGY CODE**

Be it hereby ordained by the Inhabitants of the Town of Raymond, Maine, in Town Meeting assembled, that the Town of Raymond Land Use Ordinance is amended as follows:

**The Land Use Ordinance for the Town of Raymond, is amended by deleting the language in strikeover type and adding the underscored language to Article 5, Administration, Officials, as shown below:**

### **Officials**

The provisions of this Ordinance shall be administered and enforced by the Code Enforcement Officer and the Building Inspector, who shall both be appointed by the Board of Selectmen and be given free access at reasonable hours to all parts of structures and land regulated by this Ordinance. The Code Enforcement Officer of the Town of Raymond shall serve as the building official as defined in 25 M.R.S.A. § 2351 and shall be responsible for issuing building permits and certificates of occupancy. The Code Enforcement Officer shall be responsible for inspecting all permitted construction for compliance with all components of M.U.B.E.C., as such components may be revised from time to time by the Technical Building Codes and Standards Board.

**The Land Use Ordinance for the Town of Raymond, is amended by deleting the language in strikeover type and adding the underscored language to Article 5, Administration, Building Permit Required, as shown below:**

### **Building Permit Required**

It shall be unlawful to start any work for the purpose of construction, alteration, or removal of any building unless a building permit has been issued in conformity with this Ordinance. The provisions of this Ordinance shall apply to new construction, alterations, additions, relocation, replacement of any building or part thereof, and to any work designed to convert a seasonal dwelling to a permanent, year-round dwelling as provided in Article 8, Section E. ~~The Town adopts and incorporates by reference the 1996 B.O.C.A. Building Code with the following changes, additions and deletions, as its building code. Note: all changes, additions and deletions are attached to the original Town Meeting Warrant and made available for review and inspection at the Town Clerks Office.~~ The Town of Raymond applies and enforces the Maine Uniform Building and Energy Code ("M.U.B.E.C."), as required by 10 M.R.S.A. § 9724. Administration and enforcement of M.U.B.E.C., including fees, permits, certificates of occupancy, violations, penalties and appeals, shall be in accordance with this Ordinance and pursuant to 30-A MRSA § 4452. -

**The Land Use Ordinance for the Town of Raymond, is amended by deleting Appendix C to Article 5, Administration, Building Permit Required, in its entirety.**

**The Land Use Ordinance for the Town of Raymond, is amended by deleting the language in strikeover type and adding the underscored language to Article 5, Administration, Permits Issued by Building Inspector, as shown below:**

**Permits Issued by Building Inspector**

The Building Inspector shall approve or deny those applications on which the Building Inspector is empowered to act as stated in this Ordinance. Approval shall be granted only if the proposed use be in conformance with the provisions of this Ordinance.

1. No building permit shall be issued until the Road Commissioner or the Maine Department of Transportation has issued a driveway permit. *[Adopted 5/20/89]*
2. A building permit issued under the provisions of the Ordinance shall become void if work has not commenced within 12 months of the date of approval and shall expire 2 years from the date of issue. A building permit may be renewed once for a one (1) year period upon submission of an application and payment of the prescribed fee. All codes, ordinances and statutes in effect at the time of the renewal application must be complied with before said permit is issued.
3. A fee for each plan examination, building permit and inspection shall be paid in accordance with the Schedule of Fees as approved by the Board of Selectmen. Each building permit application shall indicate what fee was charged. All fees shall be collected by the Town Clerk of the Town of Raymond.
4. In the case of a revocation of a permit or abandonment or discontinuance of a building project any permit fees already paid shall be non-refundable.
5. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as prescribed by this Ordinance and pursuant to 30-A MRSA § 4452.

**The Land Use Ordinance for the Town of Raymond, is amended by deleting the language in strikeover type and adding the underscored language to Article 5, Administration, Certificate of Occupancy Required, as shown below:**

**Certificate of Occupancy Required**

In each instance (1) in which different use of a building, structure or land is proposed, or (2) following erection, alteration, repair, enlargement or relocation of a building or structure, a Certificate of Occupancy shall be required prior to occupancy and use pursuant to the requirements in the Maine Uniform Building and Energy Code.

Neither the owner, nor the person to whom a building permit has been issued, shall permit any building, structure, or land for which a Certificate of Occupancy is hereby required to be used or occupied until the Building Inspector has issued a Certificate of Occupancy therefore. A Certificate of Occupancy shall not be issued until the Building Inspector determines that the building, structure, or land use has been completed in accordance with this Ordinance and any conditions imposed under this Ordinance. The Building Inspector may issue a temporary use permit, valid for periods not exceeding six (6) months, during erection, alteration, repair, or enlargement of a building or structure. A fee for each plan examination, certificate of occupancy and inspection shall be paid in accordance with the Schedule of Fees as approved by the Board of Selectmen.

Town of Raymond  
Town Meeting Warrant – June \_\_, 2012

**ARTICLE \_\_:** Shall Section 3 of the Town of Raymond Shoreland Zoning Provisions, as adopted May 21, 1994 and amended through June 7, 2011, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

***[Note: The use of the word "Article" within the ordinance does not indicate a separate warrant article.]***

**Town of Raymond Shoreland Zoning Provisions**

**SECTION 3. APPLICABILITY**

Except for Section 15. P- 1, Timber Harvesting – Statewide Standards, these ordinance provisions apply to all land areas, as currently mapped and in effect, within 600 feet, horizontal distance, of the normal high-water line of any great pond, or river; within 250 feet, horizontal distance, of the upland edge of a freshwater wetland; within 100 feet, horizontal distance, of the normal high-water line of a stream; and any other land designated on the Official Raymond Land Use Map as a Resource Protection, Limited Residential/Recreation I, or Limited Residential/Recreation II District. These ordinance provisions also apply to any structure built on, over or abutting a dock, wharf or pier, or other structure extending below the normal high-water line of a water body or within a wetland.

Section 15. P- 1, Timber Harvesting – Statewide Standards, when effective in accordance with the effective date established in Section 4.B, shall apply to all land areas within 250 feet, horizontal distance, of the normal high-water line of any great pond, or river; within 250 feet, horizontal distance, of the upland edge of a freshwater wetland; within 75 feet, horizontal distance, of the normal high-water line of a stream.

**TOWN OF RAYMOND      Assessing Office**

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401 Webbs Mills Road   Raymond, Maine 04071  
Phone 207.655.4742 x51   Fax 207.655.3024  
[assessor@raymondmaine.org](mailto:assessor@raymondmaine.org)

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**INTEROFFICE MEMORANDUM**

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**TO:**            RAYMOND BOARD OF ASSESSORS  
**FROM:**       CURT LEBEL, ASSESSORS AGENT  
**SUBJECT:**   TAX ABATEMENTS  
**DATE:**       1/26/2012  
**CC:**

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Dear Board Members,

Attached please find six abatements which have been reviewed by my office and are recommended to be granted at your February 7, 2012 meeting. The abatements recommended are largely housekeeping in nature. The items include two properties which did not receive the appropriate exemption amounts, two personal property accounts which were assessed in error and two residential properties which had data collection errors such as areas of unfinished space, bedroom counts, floor types, etc. which resulted in overvaluation. As more complex valuation appeals arise I will schedule to be present at meetings concerning abatements to fully discuss these issues with the board.

Sincerely,

Curt Lebel

Assessors Agent, Town of Raymond

# Certificate of Abatement

36 M.R.S.A. § 841

***We, the Board of Assessors of the municipality of Raymond, hereby certify to Donald Willard, tax collector, that the accounts herein, contain a list of valuations of the estates, real and personal, that have been granted an abatement of property taxes by us for the April 1, 2011 assessment on February 7, 2012. You are hereby discharged from any further obligation to collect the amount abated.***

***Voted by the Raymond Board of Assessors on: February 7, 2012***

***Attest: \_\_\_\_\_ Don Willard, Town Manager***

Tax Year	#	M/L	ACCT#	OWNER OF RECORD	OLD ASSESSMENT	NEW ASSESSMENT	VALUATION ABATED	TAX AMOUNT	TAX RATE	MISCELLANEOUS INFORMATION
2011- 1		004-045	E7004R	Theresa Elder Peter Engler			\$ 16,000.00	\$ 166.40	0.0104	Property owners filed qualifying Homestead and Veterans exemption applications prior to statutory deadline, which were not applied in error.
2011- 2		053-024	M2120R	Lake Region Baptist Church Inc			\$ 66,300.00	\$ 689.52	0.0104	Church assessment was increased for 2011, due to permitted improvements, but exemption amount was not increased in billing software, resulting in 66,300 taxable value. Property is exempt from taxation.
2011- 3		PP	U9401P	US Bankcorp	\$ 16,005.00	\$ 11,003.00	\$ 5,002.00	\$ 52.02	0.0104	Personal Property. Property owner filed timely declaration declaring disposed property. Assessment was not adjusted for the disposed property in error, resulting in overvaluation.
2011- 4		PP	R9403P	RBS Asset Finance	\$ 5,963.00	\$ -	\$ 5,963.00	\$ 62.02	0.0104	Personal Property. Property owner filed timely declaration declaring disposed property. Assessment was not adjusted for the disposed property in error, resulting in overvaluation. Property owner has no taxable property in Raymond.
2011- 5		069-057	L9116R	Paul Lavallee	\$ 385,100.00	\$ 360,400.00	\$ 24,700.00	\$ 256.88	0.0104	Property record contained data errors which resulted in overvaluation. Information in the tax record has been corrected and results in a reduction of \$24,700 for April 1, 2011 assessment.
2011- 6		010-049	P6105R	Kathleen Pewitt Kevin Pewitt	\$ 314,300.00	\$ 272,700.00	\$ 41,600.00	\$ 432.64	0.0104	Property record contained data errors which resulted in overvaluation. Information in the tax record has been corrected and results in a reduction of \$41,600 for April 1, 2011 assessment.
					<b>TOTALS</b>		<b>\$159,565.00</b>	<b>\$1,659.48</b>		



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## **MEMO**

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Date: February 2, 2012

To: Board of Selectmen  
Don Willard, Town Manager

From: Nancy Yates

**Re: Analysis of Crown Castle Options**

**Current Lease:**

The current lease with Crown Castle expires in June 2020. The current lease amount is \$3543.83 per month, or \$42,525.96 annually. Over the remaining lease period, the Town will receive approximately \$383,328 (FY 2012-2103 through FY 2019-2020), when including the various escalators.

**Pros:**

The Town has a known amount of revenue from this source, which can be used to reduce tax commitments.

The Town is not locked into a long-term agreement, which may or may not be sustainable over the length of the lease.

The Town keeps ownership of the property and ultimately controls what happens on it.

**Cons:**

The lease will end in 8 years and the Town will lose valuable revenue.

It is unknown whether an income-producing use for this parcel will be available at the end of the lease period.

The Town may not realize the full value available from the property.

In order to attract new business, Crown Castle needs to be able to offer its vendors long-term security. The company and/or vendors may be inclined to look elsewhere if unable to do so at this site.

**Lease Extension:**

Two of the options presented by Crown Castle involve increasing the lease period by 5 5-year renewal terms, which would bring the final expiration date to June 2045. One of the options involves a \$15,000 up-front payment for finalization of the lease extension. The other option involves increasing the monthly lease payment by \$350, or an additional \$4,200 annually. Over the extended lease period, the Town would potentially receive over \$2 million for either of these options.

**Pros:**

The Town would have a sizeable and dependable revenue stream over a long period of time.

As in the current lease, the Town would keep ownership of the property and ultimately control it.

**Cons:**

The biggest issue with either of the lease extension options is whether or not the technology involved would change to the extent that the lease would become worthless (or worth only a fraction of the anticipated income).

The reverse could also happen, in that the parcel could become much more valuable than what would be provided by the extended lease.

**Permanent Buyout:**

The remaining option presented by Crown Castle would provide the Town with a large payment for a perpetual easement over the property. The amount presented at the January 10 meeting by JP Knisell was \$615,000. On February 2, 2012, he presented 2 other versions of the buyout option, which are attached. The first offers \$825,000, with a deposit of \$82,500 and 5 years of monthly installments of \$13,674 (which includes 4% interest on the unpaid balance). The total received by the Town under this proposal would be \$902,940. The second proposal is for \$925,000, with a down payment of \$92,500 and 10 years of monthly installments of \$8,429 (which also includes interest of 4%). The total received by the Town under this proposal would be \$1,103,980.

**Pros:**

The Town would receive a large sum of money up front, without the worry of a long-term lease not panning out.

The two newer options would give large up-front down payments with a guaranteed income over a shorter period of time (5 or 10 years).

There would be an extended period over which the Town could look for other ways to cover the loss of on-going revenue.

**Cons:**

The Town would lose control over the property and future development on it, except through any language already contained in Town ordinances.

There is still the possibility that the Town will not receive the best possible price for the property.





301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 941 364.8761  
www.crowncastle.com

February 2, 2012

Town of Raymond Maine  
Attention: Nancy Yates, Finance Director  
401 Webb Mills Road  
Raymond, ME 04071  
Ph: 207-655-4742 x 132

RE: Business Unit # 816709  
Site Name: Raymond

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement related to the acquisition of a perpetual easement ("Transaction") by Global Signal Acquisitions IV LLC, a Delaware limited liability company ("Grantee") from Town of Raymond Maine ("Grantor"), over a 15,000.0 square foot parcel of real estate identified by Grantee as the above Business Unit located in Raymond, Cumberland County, Maine, together with access and utilities easements ("Property"). The Property will be clarified by the Survey (as defined below).

For and in consideration of Fifty Dollars (\$50.00) to be paid by Grantee to Grantor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Grantee and Grantor will enter into a Grant of Easement and Assignment of Lease ("Agreement"), pursuant to which Grantee will acquire a perpetual easement over the Property from the Grantor for a purchase price of Eight Hundred Twenty Five Thousand Dollars (\$825,000.00) ("Purchase Price"). Grantee shall make a down payment on the Purchase Price at closing in the amount of Eight Two Thousand Five Hundred Dollars (\$82,500.00) ("Down Payment"). Thereafter, Grantee shall pay the Purchase Price in Sixty (60) consecutive monthly installments of Thirteen Thousand Six Hundred Seventy Four Dollars (\$13,674.00) (each an "Installment Payment"), which includes interest on the balance of the Purchase Price at a rate of four percent (4%) per year. At closing, in addition to the Down Payment, Grantee shall pay to Grantor, in advance, interest that will accrue prior to the first Installment Payment excluding any interest that will be included in the first Installment Payment. The first Installment Payment shall be due on the first day of the third month following closing, and each subsequent Installment Payment shall be due on the first day of each successive month thereafter. Grantee shall have the right to pay off the remaining balance of the Purchase Price ("Payoff Amount") at any time, and upon payment of such Payoff Amount, no further Installment Payments (or interest) shall be due to Grantor. An estimated payment and Payoff Amount schedule is attached as Exhibit A. An actual payment and Payoff Amount schedule ("Actual Payment Schedule") will be attached as an exhibit to the Agreement. In case of any conflict or inconsistency between Exhibit A to this Letter Agreement and the Actual Payment Schedule, the Actual Payment Schedule shall control.

2. Currently Grantor and Crown Atlantic Company LLC, a Delaware limited liability company are parties to a lease for all or a portion of the Property ("Lease"). As further consideration of the Purchase Price, Grantor will assign to Grantee its interest in the Lease. The defined term "Transaction" as used in this Letter Agreement shall include the assignment of Grantor's interest in the Lease. If applicable, at the closing of the Transaction, the Purchase Price shall be reduced by an amount equal to the portion of any rent or other payments previously paid to Grantor pursuant to the Lease for any period of time after the closing of the Transaction.

3. Consummation of the Transaction will be subject to:

- a. approval of this Letter Agreement by Grantee's property committee;
- b. the execution and delivery by Grantor of all forms required by applicable taxing authorities, and any documents required by Grantee's title insurer evidencing the authority of the party executing such documents on Grantor's behalf;

- c. performance by Grantee of environmental screening of the Property's soil conditions with results satisfactory to Grantee and its lender;
  - d. receipt by Grantee of a survey in form and substance satisfactory to Grantee ("Survey"); and,
  - e. Grantee's receipt of a title commitment with respect to the Property, to be obtained, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to Grantee.
  - f. Grantee's receipt of an executed consent, nondisturbance and attornment agreement (or similar document) from Grantor's lender related to the Agreement in a form satisfactory to Grantee in its sole discretion;
4. Upon satisfaction of the contingencies described in Section 3 of this Letter Agreement to Grantee's sole satisfaction, the parties shall execute the Agreement.
5. From the date of this Letter Agreement until the Agreement is fully executed, Grantor shall not directly or indirectly solicit, initiate or encourage submission of proposals or offers relating to any disposition or encumbrance of the Property in whole or in part.
6. Irrespective of whether the Transaction is consummated, Grantee and Grantor each will pay its own out-of-pocket expenses.
7. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Letter Agreement prior to closing without damages.
8. Grantor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.
9. Grantor agrees that the information contained in this Letter Agreement and other information conveyed by Grantee to Grantor concerning the Transaction, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.
10. The Agreement shall include a legal description of the Property to be inserted by Grantee upon Grantee's receipt of the Survey.
11. Grantor represents and warrants that:
- a. Grantor is duly authorized and has the full power, right and authority to enter into this Letter Agreement, and subject to the following item 11.b., to perform Grantor's obligations herein;
  - b. Grantor understands that if the Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, then the consent of Grantor's lender to the Transaction is probably required. Grantor understands that if such consent is required then failure to obtain such consent could place Grantor in default of such loan and subject the Property to foreclosure by such lender. Grantor hereby holds harmless Grantee from any cost, damage or liability which Grantor may incur as a result of closing this Transaction without such consent. Grantor agrees to sign a Letter of Authorization in the form attached as Exhibit B to allow Grantee to discuss and negotiate with Grantor's lender to obtain a consent, nondisturbance and attornment agreement related to the Agreement;**
  - c. Grantor has no knowledge of any pending or threatened condemnation proceedings or other similar proceedings relating to the Property;
  - d. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property;
  - e. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property in whole or in part;
  - f. Grantor agrees that Grantee may, but shall not be obligated to, extend any time periods set forth herein in order to (a) determine whether these representations and warranties are true and correct and (b) permit Grantor to perform any corrective actions necessary to make such representations and warranties true and correct as of the closing; and,

- g. From the date of this Letter Agreement through the date that Grantor executes the Agreement, Grantor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Grantor shall promptly notify Grantee if any representation or warranty is or possibly may not be true or correct. Grantor's representations, warranties and covenants shall survive the closing.

12. Grantor agrees that Grantee has the right, in its sole discretion, to assign its rights and interest in this Letter Agreement to any person or entity without the consent of the Grantor.

13. Grantor and Grantee agree that the Agreement will be in substantially the form attached as Exhibit C.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Grantor:  
Town of Raymond Maine

Grantor:  
Town of Raymond Maine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Grantee:  
Crown Castle Towers 09 LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Scott Tonnesen  
Title: Land Acquisition Manager  
Date: \_\_\_\_\_

## **Exhibit B to Letter Agreement**

### **Letter of Authorization**

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I, [insert Name of Landlord(s)], as owner(s) of a parcel of real estate located in [insert County Name] County, [insert State] ("Property") and as the borrower pursuant to any mortgages, deeds of trust, or similar security agreements in favor of:

[insert Name of Lender #1]

[insert Name of Lender #2]

[insert Name of Lender #3]

(the "Lender(s)") that encumber the Property, hereby authorize

Crown Castle Towers 09 LLC, a Delaware limited liability company ("Crown")

to discuss, negotiate, and otherwise communicate with Lender(s) to obtain a Consent, Nondisturbance and Attornment Agreement (or similar document) related to Crown's proposed purchase of a perpetual easement over the Property including a proposed assignment of an existing lease on the Property.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**EXHIBIT A: Estimated Payment and Payoff Amount Schedule (Letter of Intent) for 816709**

60 consecutive monthly installment Payments	
Interest Rate: 4.0%	
Purchase Price	\$825,000.00
Down Payment (paid at closing)	\$82,500.00
Prorated Interest (paid at closing)	TBD at closing
Payoff Amount after Down Payment and prior to first Installment Payment	\$742,500.00

#	Principal	Interest	Total Payment	Payoff Amount after current payment
1	\$11,199.27	\$2,475.00	\$13,674.27	\$742,500.00
2	\$11,236.60	\$2,437.67	\$13,674.27	\$731,300.73
3	\$11,274.05	\$2,400.21	\$13,674.27	\$720,064.13
4	\$11,311.63	\$2,362.63	\$13,674.27	\$708,790.08
5	\$11,349.34	\$2,324.93	\$13,674.27	\$697,478.45
6	\$11,387.17	\$2,287.10	\$13,674.27	\$686,129.11
7	\$11,425.13	\$2,249.14	\$13,674.27	\$674,741.94
8	\$11,463.21	\$2,211.06	\$13,674.27	\$663,316.81
9	\$11,501.42	\$2,172.85	\$13,674.27	\$651,853.60
10	\$11,539.76	\$2,134.51	\$13,674.27	\$640,352.17
11	\$11,578.23	\$2,096.04	\$13,674.27	\$628,812.41
12	\$11,616.82	\$2,057.45	\$13,674.27	\$617,234.19
13	\$11,655.54	\$2,018.72	\$13,674.27	\$605,617.37
14	\$11,694.39	\$1,979.87	\$13,674.27	\$593,961.82
15	\$11,733.38	\$1,940.89	\$13,674.27	\$582,267.43
16	\$11,772.49	\$1,901.78	\$13,674.27	\$570,534.05
17	\$11,811.73	\$1,862.54	\$13,674.27	\$558,761.57
18	\$11,851.10	\$1,823.17	\$13,674.27	\$546,949.84
19	\$11,890.61	\$1,783.66	\$13,674.27	\$535,098.74
20	\$11,930.24	\$1,744.03	\$13,674.27	\$523,208.13
21	\$11,970.01	\$1,704.26	\$13,674.27	\$511,277.89
22	\$12,009.91	\$1,664.36	\$13,674.27	\$499,307.88
23	\$12,049.94	\$1,624.33	\$13,674.27	\$487,297.97
24	\$12,090.11	\$1,584.16	\$13,674.27	\$475,248.03
25	\$12,130.41	\$1,543.86	\$13,674.27	\$463,157.92
26	\$12,170.84	\$1,503.43	\$13,674.27	\$451,027.52
27	\$12,211.41	\$1,462.86	\$13,674.27	\$438,856.67
28	\$12,252.12	\$1,422.15	\$13,674.27	\$426,645.26
29	\$12,292.96	\$1,381.31	\$13,674.27	\$414,393.15
30	\$12,333.93	\$1,340.33	\$13,674.27	\$402,100.19
31	\$12,375.05	\$1,299.22	\$13,674.27	\$389,766.25
32	\$12,416.30	\$1,257.97	\$13,674.27	\$377,391.21
33	\$12,457.68	\$1,216.58	\$13,674.27	\$364,974.91
34	\$12,499.21	\$1,175.06	\$13,674.27	\$352,517.23
35	\$12,540.87	\$1,133.39	\$13,674.27	\$340,018.02
36	\$12,582.68	\$1,091.59	\$13,674.27	\$327,477.14
37	\$12,624.62	\$1,049.65	\$13,674.27	\$314,894.46
38	\$12,666.70	\$1,007.57	\$13,674.27	\$302,269.85
39	\$12,708.92	\$965.34	\$13,674.27	\$289,603.14
40	\$12,751.29	\$922.98	\$13,674.27	\$276,894.22
41	\$12,793.79	\$880.48	\$13,674.27	\$264,142.93
42	\$12,836.44	\$837.83	\$13,674.27	\$251,349.14
43	\$12,879.23	\$795.04	\$13,674.27	\$238,512.70
44	\$12,922.16	\$752.11	\$13,674.27	\$225,633.48
45	\$12,965.23	\$709.04	\$13,674.27	\$212,711.32
46	\$13,008.45	\$665.82	\$13,674.27	\$199,746.09
47	\$13,051.81	\$622.46	\$13,674.27	\$186,737.65
48	\$13,095.31	\$578.95	\$13,674.27	\$173,685.84
49	\$13,138.97	\$535.30	\$13,674.27	\$160,590.52
50	\$13,182.76	\$491.51	\$13,674.27	\$147,451.56
51	\$13,226.70	\$447.56	\$13,674.27	\$134,268.79
52	\$13,270.79	\$403.47	\$13,674.27	\$121,042.09
53	\$13,315.03	\$359.24	\$13,674.27	\$107,771.30
54	\$13,359.41	\$314.85	\$13,674.27	\$94,456.27
55	\$13,403.94	\$270.32	\$13,674.27	\$81,096.85
56	\$13,448.62	\$225.64	\$13,674.27	\$67,692.91
57	\$13,493.45	\$180.81	\$13,674.27	\$54,244.28
58	\$13,538.43	\$135.84	\$13,674.27	\$40,750.83
59	\$13,583.56	\$90.71	\$13,674.27	\$27,212.40
60	\$13,628.84	\$45.43	\$13,674.27	\$13,628.84

#	Principal	Interest	Total Payment	Payoff Amount after current payment
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## EXHIBIT A: Estimated Payment and Payoff Amount Schedule (Letter of Intent) for 816709

#	Principal	Interest	Total Payment	Payoff Amount after current payment	#	Principal	Interest	Total Payment	Payoff Amount after current payment
121					181				
122					182				
123					183				
124					184				
125					185				
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127					187				
128					188				
129					189				
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301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 941 364.8761  
www.crowncastle.com

February 2, 2012

Town of Raymond Maine  
Attention: Nancy Yates, Finance Director  
401 Webb Mills Road  
Raymond, ME 04071  
Ph: 207-655-4742 x 132

RE: Business Unit # 816709  
Site Name: Raymond

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement related to the acquisition of a perpetual easement ("Transaction") by Global Signal Acquisitions IV LLC, a Delaware limited liability company ("Grantee") from Town of Raymond Maine ("Grantor"), over a 15,000.0 square foot parcel of real estate identified by Grantee as the above Business Unit located in Raymond, Cumberland County, Maine, together with access and utilities easements ("Property"). The Property will be clarified by the Survey (as defined below).

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2. Currently Grantor and Crown Atlantic Company LLC, a Delaware limited liability company are parties to a lease for all or a portion of the Property ("Lease"). As further consideration of the Purchase Price, Grantor will assign to Grantee its interest in the Lease. The defined term "Transaction" as used in this Letter Agreement shall include the assignment of Grantor's interest in the Lease. If applicable, at the closing of the Transaction, the Purchase Price shall be reduced by an amount equal to the portion of any rent or other payments previously paid to Grantor pursuant to the Lease for any period of time after the closing of the Transaction.

3. Consummation of the Transaction will be subject to:

- a. approval of this Letter Agreement by Grantee's property committee;
- b. the execution and delivery by Grantor of all forms required by applicable taxing authorities, and any documents required by Grantee's title insurer evidencing the authority of the party executing such documents on Grantor's behalf;

- c. performance by Grantee of environmental screening of the Property's soil conditions with results satisfactory to Grantee and its lender;
  - d. receipt by Grantee of a survey in form and substance satisfactory to Grantee ("Survey"); and,
  - e. Grantee's receipt of a title commitment with respect to the Property, to be obtained, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to Grantee.
  - f. Grantee's receipt of an executed consent, nondisturbance and attornment agreement (or similar document) from Grantor's lender related to the Agreement in a form satisfactory to Grantee in its sole discretion;
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6. Irrespective of whether the Transaction is consummated, Grantee and Grantor each will pay its own out-of-pocket expenses.
7. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Letter Agreement prior to closing without damages.
8. Grantor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.
9. Grantor agrees that the information contained in this Letter Agreement and other information conveyed by Grantee to Grantor concerning the Transaction, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.
10. The Agreement shall include a legal description of the Property to be inserted by Grantee upon Grantee's receipt of the Survey.
11. Grantor represents and warrants that:
- a. Grantor is duly authorized and has the full power, right and authority to enter into this Letter Agreement, and subject to the following item 11.b., to perform Grantor's obligations herein;
  - b. **Grantor understands that if the Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, then the consent of Grantor's lender to the Transaction is probably required. Grantor understands that if such consent is required then failure to obtain such consent could place Grantor in default of such loan and subject the Property to foreclosure by such lender. Grantor hereby holds harmless Grantee from any cost, damage or liability which Grantor may incur as a result of closing this Transaction without such consent. Grantor agrees to sign a Letter of Authorization in the form attached as Exhibit B to allow Grantee to discuss and negotiate with Grantor's lender to obtain a consent, nondisturbance and attornment agreement related to the Agreement;**
  - c. Grantor has no knowledge of any pending or threatened condemnation proceedings or other similar proceedings relating to the Property;
  - d. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property;
  - e. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property in whole or in part;
  - f. Grantor agrees that Grantee may, but shall not be obligated to, extend any time periods set forth herein in order to (a) determine whether these representations and warranties are true and correct and (b) permit Grantor to perform any corrective actions necessary to make such representations and warranties true and correct as of the closing; and,



- g. From the date of this Letter Agreement through the date that Grantor executes the Agreement, Grantor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Grantor shall promptly notify Grantee if any representation or warranty is or possibly may not be true or correct. Grantor's representations, warranties and covenants shall survive the closing.

12. Grantor agrees that Grantee has the right, in its sole discretion, to assign its rights and interest in this Letter Agreement to any person or entity without the consent of the Grantor.

13. Grantor and Grantee agree that the Agreement will be in substantially the form attached as Exhibit C.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Grantor:  
Town of Raymond Maine

Grantor:  
Town of Raymond Maine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Grantee:  
Crown Castle Towers 09 LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Scott Tonnesen  
Title: Land Acquisition Manager  
Date: \_\_\_\_\_

**Exhibit B to Letter Agreement**

**Letter of Authorization**

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I, [insert Name of Landlord(s)], as owner(s) of a parcel of real estate located in [insert County Name] County, [insert State] ("Property") and as the borrower pursuant to any mortgages, deeds of trust, or similar security agreements in favor of:

[insert Name of Lender #1]

[insert Name of Lender #2]

[insert Name of Lender #3]

(the "Lender(s)") that encumber the Property, hereby authorize

Crown Castle Towers 09 LLC, a Delaware limited liability company ("Crown")

to discuss, negotiate, and otherwise communicate with Lender(s) to obtain a Consent, Nondisturbance and Attornment Agreement (or similar document) related to Crown's proposed purchase of a perpetual easement over the Property including a proposed assignment of an existing lease on the Property.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**EXHIBIT A: Estimated Payment and Payoff Amount Schedule (Letter of Intent) for 816709**

120 consecutive monthly Installment Payments	
Interest Rate: 4.0%	
Purchase Price	\$925,000.00
Down Payment (paid at closing)	\$92,500.00
Prorated Interest (paid at closing)	TBD at closing
Payoff Amount after Down Payment and prior to first Installment Payment	\$832,500.00

#	Principal	Interest	Total Payment	Payoff Amount after current payment	#	Principal	Interest	Total Payment	Payoff Amount after current payment
1	\$5,653.66	\$2,775.00	\$8,428.66	\$832,500.00	61	\$6,903.10	\$1,525.56	\$8,428.66	\$450,765.17
2	\$5,672.50	\$2,756.15	\$8,428.66	\$826,846.34	62	\$6,926.11	\$1,502.55	\$8,428.66	\$443,839.06
3	\$5,691.41	\$2,737.25	\$8,428.66	\$821,173.84	63	\$6,949.19	\$1,479.46	\$8,428.66	\$436,889.87
4	\$5,710.38	\$2,718.27	\$8,428.66	\$815,482.43	64	\$6,972.36	\$1,456.30	\$8,428.66	\$429,917.51
5	\$5,729.42	\$2,699.24	\$8,428.66	\$809,772.04	65	\$6,995.60	\$1,433.06	\$8,428.66	\$422,921.91
6	\$5,748.52	\$2,680.14	\$8,428.66	\$804,042.63	66	\$7,018.92	\$1,409.74	\$8,428.66	\$415,902.99
7	\$5,767.68	\$2,660.98	\$8,428.66	\$798,294.11	67	\$7,042.31	\$1,386.34	\$8,428.66	\$408,860.68
8	\$5,786.90	\$2,641.75	\$8,428.66	\$792,526.43	68	\$7,065.79	\$1,362.87	\$8,428.66	\$401,794.89
9	\$5,806.19	\$2,622.47	\$8,428.66	\$786,739.53	69	\$7,089.34	\$1,339.32	\$8,428.66	\$394,705.55
10	\$5,825.55	\$2,603.11	\$8,428.66	\$780,933.34	70	\$7,112.97	\$1,315.69	\$8,428.66	\$387,592.58
11	\$5,844.97	\$2,583.69	\$8,428.66	\$775,107.79	71	\$7,136.68	\$1,291.98	\$8,428.66	\$380,455.89
12	\$5,864.45	\$2,564.21	\$8,428.66	\$769,262.83	72	\$7,160.47	\$1,268.19	\$8,428.66	\$373,295.42
13	\$5,884.00	\$2,544.66	\$8,428.66	\$763,398.38	73	\$7,184.34	\$1,244.32	\$8,428.66	\$366,111.08
14	\$5,903.61	\$2,525.05	\$8,428.66	\$757,514.38	74	\$7,208.29	\$1,220.37	\$8,428.66	\$358,902.80
15	\$5,923.29	\$2,505.37	\$8,428.66	\$751,610.77	75	\$7,232.32	\$1,196.34	\$8,428.66	\$351,670.48
16	\$5,943.03	\$2,485.62	\$8,428.66	\$745,687.48	76	\$7,256.42	\$1,172.23	\$8,428.66	\$344,414.06
17	\$5,962.84	\$2,465.81	\$8,428.66	\$739,744.45	77	\$7,280.61	\$1,148.05	\$8,428.66	\$337,133.45
18	\$5,982.72	\$2,445.94	\$8,428.66	\$733,781.61	78	\$7,304.88	\$1,123.78	\$8,428.66	\$329,828.57
19	\$6,002.66	\$2,426.00	\$8,428.66	\$727,798.89	79	\$7,329.23	\$1,099.43	\$8,428.66	\$322,499.34
20	\$6,022.67	\$2,405.99	\$8,428.66	\$721,796.23	80	\$7,353.66	\$1,075.00	\$8,428.66	\$315,145.68
21	\$6,042.75	\$2,385.91	\$8,428.66	\$715,773.56	81	\$7,378.17	\$1,050.49	\$8,428.66	\$307,767.51
22	\$6,062.89	\$2,365.77	\$8,428.66	\$709,730.81	82	\$7,402.77	\$1,025.89	\$8,428.66	\$300,364.74
23	\$6,083.10	\$2,345.56	\$8,428.66	\$703,667.92	83	\$7,427.44	\$1,001.22	\$8,428.66	\$292,937.30
24	\$6,103.38	\$2,325.28	\$8,428.66	\$697,584.82	84	\$7,452.20	\$976.46	\$8,428.66	\$285,485.10
25	\$6,123.72	\$2,304.94	\$8,428.66	\$691,481.45	85	\$7,477.04	\$951.62	\$8,428.66	\$278,008.06
26	\$6,144.13	\$2,284.53	\$8,428.66	\$685,357.73	86	\$7,501.96	\$926.69	\$8,428.66	\$270,506.09
27	\$6,164.61	\$2,264.05	\$8,428.66	\$679,213.60	87	\$7,526.97	\$901.69	\$8,428.66	\$262,979.12
28	\$6,185.16	\$2,243.50	\$8,428.66	\$673,048.99	88	\$7,552.06	\$876.60	\$8,428.66	\$255,427.06
29	\$6,205.78	\$2,222.88	\$8,428.66	\$666,863.82	89	\$7,577.23	\$851.42	\$8,428.66	\$247,849.83
30	\$6,226.46	\$2,202.19	\$8,428.66	\$660,658.05	90	\$7,602.49	\$826.17	\$8,428.66	\$240,247.34
31	\$6,247.22	\$2,181.44	\$8,428.66	\$654,431.58	91	\$7,627.83	\$800.82	\$8,428.66	\$232,619.50
32	\$6,268.04	\$2,160.61	\$8,428.66	\$648,184.36	92	\$7,653.26	\$775.40	\$8,428.66	\$224,966.24
33	\$6,288.94	\$2,139.72	\$8,428.66	\$641,916.32	93	\$7,678.77	\$749.89	\$8,428.66	\$217,287.47
34	\$6,309.90	\$2,118.76	\$8,428.66	\$635,627.38	94	\$7,704.37	\$724.29	\$8,428.66	\$209,583.11
35	\$6,330.93	\$2,097.72	\$8,428.66	\$629,317.48	95	\$7,730.05	\$698.61	\$8,428.66	\$201,853.06
36	\$6,352.04	\$2,076.62	\$8,428.66	\$622,986.55	96	\$7,755.81	\$672.84	\$8,428.66	\$194,097.24
37	\$6,373.21	\$2,055.45	\$8,428.66	\$616,634.51	97	\$7,781.67	\$646.99	\$8,428.66	\$186,315.58
38	\$6,394.45	\$2,034.20	\$8,428.66	\$610,261.30	98	\$7,807.61	\$621.05	\$8,428.66	\$178,507.97
39	\$6,415.77	\$2,012.89	\$8,428.66	\$603,866.85	99	\$7,833.63	\$595.03	\$8,428.66	\$170,674.34
40	\$6,437.15	\$1,991.50	\$8,428.66	\$597,451.08	100	\$7,859.74	\$568.91	\$8,428.66	\$162,814.60
41	\$6,458.61	\$1,970.05	\$8,428.66	\$591,013.93	101	\$7,885.94	\$542.72	\$8,428.66	\$154,928.66
42	\$6,480.14	\$1,948.52	\$8,428.66	\$584,555.32	102	\$7,912.23	\$516.43	\$8,428.66	\$147,016.43
43	\$6,501.74	\$1,926.92	\$8,428.66	\$578,075.18	103	\$7,938.60	\$490.05	\$8,428.66	\$139,077.82
44	\$6,523.41	\$1,905.24	\$8,428.66	\$571,573.44	104	\$7,965.07	\$463.59	\$8,428.66	\$131,112.76
45	\$6,545.16	\$1,883.50	\$8,428.66	\$565,050.02	105	\$7,991.62	\$437.04	\$8,428.66	\$123,121.14
46	\$6,566.97	\$1,861.68	\$8,428.66	\$558,504.87	106	\$8,018.25	\$410.40	\$8,428.66	\$115,102.89
47	\$6,588.86	\$1,839.79	\$8,428.66	\$551,937.89	107	\$8,044.98	\$383.68	\$8,428.66	\$107,057.91
48	\$6,610.83	\$1,817.83	\$8,428.66	\$545,349.03	108	\$8,071.80	\$356.86	\$8,428.66	\$98,986.11
49	\$6,632.86	\$1,795.79	\$8,428.66	\$538,738.20	109	\$8,098.70	\$329.95	\$8,428.66	\$90,887.41
50	\$6,654.97	\$1,773.68	\$8,428.66	\$532,105.34	110	\$8,125.70	\$302.96	\$8,428.66	\$82,761.71
51	\$6,677.16	\$1,751.50	\$8,428.66	\$525,450.36	111	\$8,152.79	\$275.87	\$8,428.66	\$74,608.92
52	\$6,699.41	\$1,729.24	\$8,428.66	\$518,773.21	112	\$8,179.96	\$248.70	\$8,428.66	\$66,428.96
53	\$6,721.75	\$1,706.91	\$8,428.66	\$512,073.79	113	\$8,207.23	\$221.43	\$8,428.66	\$58,221.73
54	\$6,744.15	\$1,684.51	\$8,428.66	\$505,352.05	114	\$8,234.59	\$194.07	\$8,428.66	\$49,987.15
55	\$6,766.63	\$1,662.03	\$8,428.66	\$498,607.90	115	\$8,262.03	\$166.62	\$8,428.66	\$41,725.11
56	\$6,789.19	\$1,639.47	\$8,428.66	\$491,841.26	116	\$8,289.57	\$139.08	\$8,428.66	\$33,435.54
57	\$6,811.82	\$1,616.84	\$8,428.66	\$485,052.08	117	\$8,317.21	\$111.45	\$8,428.66	\$25,118.33
58	\$6,834.52	\$1,594.13	\$8,428.66	\$478,240.26	118	\$8,344.93	\$83.73	\$8,428.66	\$16,773.40
59	\$6,857.31	\$1,571.35	\$8,428.66	\$471,405.74	119	\$8,372.75	\$55.91	\$8,428.66	\$8,400.66
60	\$6,880.16	\$1,548.49	\$8,428.66	\$464,548.43	120	\$8,400.66	\$28.00	\$8,428.66	\$0.00

## EXHIBIT A: Estimated Payment and Payoff Amount Schedule (Letter of Intent) for 816709

#	Principal	Interest	Total Payment	Payoff Amount after current	#	Principal	Interest	Total Payment	Payoff Amount after current
121					181				
122					182				
123					183				
124					184				
125					185				
126					186				
127					187				
128					188				
129					189				
130					190				
131					191				
132					192				
133					193				
134					194				
135					195				
136					196				
137					197				
138					198				
139					199				
140					200				
141					201				
142					202				
143					203				
144					204				
145					205				
146					206				
147					207				
148					208				
149					209				
150					210				
151					211				
152					212				
153					213				
154					214				
155					215				
156					216				
157					217				
158					218				
159					219				
160					220				
161					221				
162					222				
163					223				
164					224				
165					225				
166					226				
167					227				
168					228				
169					229				
170					230				
171					231				
172					232				
173					233				
174					234				
175					235				
176					236				
177					237				
178					238				
179					239				
180					240				

# Memorandum

To: Don Willard  
Cc: Shana Cook Mueller  
From: Peter J. Van Hemel  
Date: February 1, 2012  
Re: Crown Castle offer analysis  
Tower Site off Patricia Avenue Extension

---

The Town of Raymond has been offered a choice of three proposed deals to amend or replace the existing lease with Crown Castle (“Crown”) for the cellular communications tower site off Patricia Avenue Extension. Depending on the option selected, the Town will be asked to sign either a new easement agreement with a Crown subsidiary called Global Signal Acquisitions IV, LLC, or one of two modified lease agreements with a Crown subsidiary called Crown Atlantic Company, LLC. I note that the Town also has a fourth choice, which is to stand pat, since the term of the current lease could conceivably be extended out several more years under its current terms, but if there is added value in the proposals under consideration, then obviously the Town can and should act.

Before I review the business terms (below), I will quickly note that each of the proposals as drafted contains legal terms which should be renegotiated by the Town prior to acceptance. In other words: once the Town opts for one of the deal proposals, please let me know so that I can edit the appropriate letter agreement before the Town’s approval or transmission of anything back to Crown.

As an example of some of the problems, in each of the two lease offers, Crown asks the Town to grant it a power of attorney to sign permit applications in the Town’s name. That makes sense where Crown is dealing with a private party, but is unnecessary and a mismatch for a party such as the Town. In all of the proposals, there are promises, representations and warranties asked of the Town which are not advisable or necessary. As a final example (but not the last instance of a legal issue which needs attention), in the easement proposal Crown reserves a right to walk away from the deal—after signing the agreement—at any time before closing without damages. That too is unnecessary and makes the Town’s performance binding and Crown’s performance purely optional. In sum, all three of the letter proposals are heavily engineered on the legal terms to favor Crown and should be re-calibrated to be more balanced and to suit the Town’s unique position as a public entity.

You have requested a general summary of the various “pros” and “cons” of the deal proposals to assist the Selectmen with a review of the business terms of the three options Crown has presented, which I outline below. To help keep the Town’s review streamlined I have listed the largest pro / con issues here but can provide further detailed analysis if the Town has a need for more information.

**Offer 1:        Extend the Lease by five additional five-year terms (until 2045) and increase monthly rent by \$350.**

**Pros:**

- Increased monthly rent will be subject to the existing lease’s 5% annual escalators and could amount to a substantial overall total increase in lease payments over the full term of the lease. If the entire lease term is honored, this could result in an overall increase of several hundred thousand dollars given the 5% escalator will “compound” the rent over time. At year 25, the \$350 monthly increase will have turned into an additional ~\$930 monthly payment.
- The Town retains ownership of the site and in the event of tenant’s bankruptcy or default does not have a perpetual interest that has passed out of its control, as it would under the easement option (more on that below).

**Cons:**

- Renewals of the lease cannot be counted on for the full term, and the lease could be terminated or non-renewed well short of the year 2045 for any number of reasons.
- The Lease has both a very favorable tenant default clause (at the end of Article XIV) which limits the tenant’s default damages to no more than 18 months’ rent, and a tenant termination right in the event that they can claim that a permit has lapsed or is unavailable for an intended use. This latter contingency could be a “back door” exit for the Tenant with minimal damages if they deliberately engineer a permit failure or claim that the site cannot be put to a theoretical but impermissible intended use. Note also that long-term performance obligations in the cell tower industry are notoriously difficult to protect from bankruptcy issues. If the operator enters bankruptcy, the Town will be an unsecured creditor and the lease subject to “rejection” under the Bankruptcy code, which will excuse the tenant from future performance, possibly without any damages.
- Both of the foregoing “cons” exist already under the current lease and do not originate in the renewal proposal but are risks of any continued lease structure.

**Offer 2:        Extend the Lease by five additional five-year terms (until 2045) in exchange for a one-time bonus payment of \$15,000.**

Pros:

- The one-time payment of \$15,000 is immediate and considerable and does not depend on the full term of the lease being performed.

See analysis for Offer 1 on additional pros and cons which also apply to Offer 2.

**Offer 3:        Sell Crown's entity an easement for the property and give them control of the lease, in exchange for a cash payment of \$615,000.**

Pros:

- This is a sizeable and immediate cash payment that is not dependent in any way on the future operation of the tower or the solvency of the tenant company, which removes all of the lease performance and/or default risk presented above.

Cons:

- The Town is being asked to grant a perpetual easement to Crown, which cedes legal control of the tower site on a permanent basis, potentially interfering with long term use and configuration of the surrounding property. This may be a lesser concern if the Town's long-term plans for the area around the Tower are not seriously affected.
- The Easement as drafted is in need of substantial negotiation as it is completely one-sided and does not contain adequate protections for the Town. I have previously renegotiated Crown easements at other sites with some success, but the Easement structure will require some renegotiation and, unlike the Lease, is a "new" deal arrangement with some up-front costs on the documentation.

**Additional considerations:** The opportunity exists under any proposal to perhaps amend and update the lease or easement documents to conform to the Town's latest tower performance standards, and/or to provide updated bonds for tower removal if appropriate. I recommend that the Town consider that all three deal options will likely present some opportunity for revisiting the overall deal unless Crown presents a take-it-or-leave-it choice. The easement option probably presents the greatest opportunity for favorable negotiation as it is a new deal document, and Crown is fully aware that their form is one-sided. In any case, the letter that goes back to Crown should be edited and the Town's agreement to any terms conditioned on the Selectmen's approval of all of the terms in a final signed lease amendment or easement.

Nancy - attached are multiple proposals based on my review and also my discussions with Carter Sanderford.

1 attached - our template easement document

2nd attached - request to purchase an assignment of lease and easement \$615,000.00

3rd attached - request to extend our options and increase ground rent upon execution of amendment by \$350/month

4th - request to extend our options and make a \$15,000 cash payment in exchange.

If you need your prior correspondence with Carter please just let me know. I will be working on the assumption that I should be in Maine the evening of 1/10/2012

Feel free to call or email with any questions.

JP Knisell



## AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (the "Lease") made as of the 6 day of June, 2000, by and between the TOWN OF RAYMOND, MAINE ("Lessor") and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership, d/b/a VERIZON WIRELESS, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate ("Lessee").

WHEREAS, Lessor and Lessee are parties to a certain Lease Agreement dated July 27, 1989 related to property on off Patricia Avenue in Raymond, Maine (the "Prior Lease"); and

WHEREAS, Lessor and Lessee desire to amend the Prior Lease in certain respects and restate it in its entirety for convenience.

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I. Leased Premises. In consideration of the rents, and Lessee's covenants and agreements contained herein, the Lessor leases to Lessee and Lessee leases and takes from Lessor, certain premises consisting of a one hundred (100) foot by one hundred fifty (150) foot lot more particularly described in Schedule A attached hereto and made a part hereof (the "Site") together with the non-exclusive right (to the extent that Lessor has an interest in the premises described below and the right and power to convey the same), in common with others, for ingress and egress, at all times and from time to time, on foot or by motor vehicle, to travel over the presently existing unimproved road from Patricia Avenue to the Site and together with the right, in common with Lessor and others, to install, maintain and replace above-ground utility lines and poles adjacent to said road (said Site, right of way and utility easement hereinafter called the "leased premises"). Lessor reserves the right to relocate the road and easement at its sole option and expense provided that reasonable access to the Site is maintained.

ARTICLE II. Term; Renewals. TO HAVE AND TO HOLD for an initial term of ten (10) years, said term and Lessee's obligation to pay rent hereunder to commence on the first day of the month immediately following the date of execution of this Lease and to end at midnight on last day of the month ten years thereafter. At the expiration of the initial term this Lease shall automatically be renewed for up to two additional five-year terms (subject to possible further extension pursuant to Article XXX) unless Lessor or Lessee elects not to renew by giving the other party written notice of nonrenewal at least eighteen (18) months prior to the end of the initial term or the first renewal term, as the case may be (the "Nonrenewal Deadline"). As used herein, the word "term" refers to the initial term and all renewal terms elected as provided above.

ARTICLE III. Base Rent. Lessee agrees to pay to Lessor, as rent, at such place as shall be designated by Lessor, without any prior demand therefor and without any defense, deduction or set-off whatsoever, in equal monthly installments, in advance, as follows:

(a) During the first year of the term base rent of Eight Hundred Dollars (\$800.00) per month payable on or before the first day of each month;

(b) For each succeeding year of the initial term and the first and second renewal terms, at a monthly rate equal to the monthly rent in effect during the immediately preceding one (1) year period times one hundred five percent (105%):

(c) (1) The base set rent set forth in paragraph (a) is predicated on Lessee's or its sublessee's use of the Tower situated on the Site (the "Tower") for an array of up to twelve (12) panel antennas and one GPS antenna (the "Basic Array"). For purposes hereof the Basic Array is the nine (9) panel array currently operated by Portland Cellular Partnership, subject to the addition of up to three (3) additional panel antennas as provided below. To the extent Lessee uses or subleases space on the Tower, such that additional antenna arrays are installed on the Tower in excess of the Basic Array, the base rent shall increase as follows:

(i) in the event of a sublease to an unaffiliated third party, base rent shall increase by twenty percent (20%) of the sublease rent received by Lessee from each subtenant, or by Two Hundred Dollars (\$200.00) per month for each such subtenant, whichever is greater; provided, however that in the case of a sublease to a municipal, public or other non-profit entity in which the sublease rent is less than fair market rent, the minimum base rent increase of \$200.00 shall not apply, but Lessee shall pay 20% of any sublease rent received; or

(ii) in the event Lessee installs an additional antenna array for its own use or assumes ownership of an antenna array previously owned by a subtenant, base rent shall increase by Three Hundred Dollars (\$300.00) per month for each such additional array installed for Lessee's own use or acquired from a previous subtenant; or

(iii) in the event a subsidiary or affiliate of Lessee installs an additional antenna array on the Tower or assumes ownership of an antenna array previously owned by a subtenant, base rent shall increase by the greater of twenty percent (20%) of the sublease rent (if any) received by Lessee from such subsidiary or affiliate, or Three Hundred Dollars (\$300.00) per month for each such additional array.

The base rent increases referred to above shall be effective as of the first day of the month after the array is added or acquired, as the case may be. The parties acknowledge that Lessee's current subtenant, Atlantic Cellular Telephone of Delaware, LLC ("Atlantic Cellular"), has an antenna array on the Tower which is in addition to the Basic Array, and the additional rent provisions in this paragraph (c) shall apply to such subtenant's array. Accordingly, effective as of the commencement date of this Lease, Lessee shall pay Lessor, as additional rent pursuant to this paragraph (c) twenty percent (20%) of the sublease rent received by Lessee from Atlantic Cellular as long as Atlantic Cellular or its assigns continues to maintain an array on the Tower. Lessee is currently receiving \$1,800.00 per month from Atlantic Cellular, and the additional rent payment to be made to Lessor shall be Three Hundred Sixty Dollars (\$360.00) per month, subject to increase as provided in the Atlantic Cellular sublease, pertinent extracts from which are being provided to Lessor simultaneously with the execution of this Lease. Lessee represents and warrants to Lessor that such extracts disclose all compensation to be received by Lessee from Atlantic Cellular for its use of the Site. Lessee agrees to make available to Lessor in connection

with any future subleases of Tower space evidence reasonably satisfactory to Lessor to document the amount of the sublease rent. Lessor acknowledges that Lessee has installed only nine (9) panel antennas on the Tower as of the date of this Lease, and that Lessee's or its sublessee's addition of up to three (3) panel antennas to the Basic Array for a total of up to twelve (12) antennas shall not result in an additional rent payment under this paragraph (c). Likewise, the sublease of space on the Tower to Portland Cellular Partnership in connection with the Crown Castle Assignment (hereinafter defined) for the continued operation of the Basic Array shall not result in an additional rent payment under this paragraph (c). For purposes of this paragraph sublease rent shall not include cost reimbursements which Lessee receives from the subtenant pursuant to the sublease for maintenance costs, real estate taxes, insurance and the like.

(2) Lessor agrees that Lessee shall have the right to direct its sublessees to pay any additional rent due under this paragraph (c) directly to Lessor, and that Lessor shall accept such additional rent payments from the sublessee(s) as if made by Lessee. In the event any such sublessee fails to make an additional rent payment to Lessor when due, Lessee shall have a period of fifteen (15) days after receipt of written notice from Lessor within which to cure such default.

(3) Lessor shall have the right, upon request from it to Lessee, to audit and review the Lessee's sublease agreements and sublease revenue in order to determine compliance by Lessee with respect to its obligation to make payment of a percentage of sublease revenues to Lessor. However, with respect to the supplying of the information referred to in the prior sentence and in subparagraph (1) above and subparagraph (4) below (hereinafter referred to as "Sublease Information"), Lessor agrees to the extent permitted by law to comply with the following provisions:

(i) To treat the Sublease Information with the same degree of confidentiality with which it treats its own confidential or proprietary information and in no case less than a reasonable degree of confidentiality;

(ii) To use the Sublease Information only for the purposes of determining Lessee's compliance with the obligations under this Lease;

(iii) Not to copy the Sublease Information, in whole or in part, except as required in furtherance of the uses permitted hereunder;

(iv) Not to use the Sublease Information for the account or purposes of any third party;

(v) To limit dissemination of the Sublease Information to only those of its employees or outside consultants who have a need to know the information in furtherance of the purposes set forth herein; and

(vi) To destroy or return to Lessee the Sublease Information upon completion of Lessor's determination.

Lessee agrees that records of sublease rent with respect to each lease year shall be kept and maintained for at least thirty-six (36) calendar months after the end of such lease year.

(4) Lessee agrees, upon request by Lessor, to provide Lessor with a written report of the number of antenna arrays on the Tower, the number and identity of subtenants, the compensation received by Lessee from its subtenants, and rental payments made by Lessee and the subtenants to the Town (including the basis for the calculation) during the prior year ending June 30. Said report shall be provided to Lessor within thirty (30) days after a request by Lessor made on or after each June 30. After the first such report Lessee shall have the right to submit such report in the form of an estoppel certificate stating that there have been no changes to the information submitted in the previous year's report or, if there have been changes, stating the changes.

ARTICLE IV. Additional Rent. Lessee shall pay as additional rent all sums of money or charges required to be paid by Lessee under this Lease, whether or not the same be designated "additional rent". If the time of payment of any such amount or charge is not otherwise provided in this Lease, it shall be due and payable in full with the next installment of base rent thereafter falling due hereunder.

ARTICLE V. Utilities: Taxes and Maintenance Costs. Lessee shall be responsible for and shall promptly pay all charges and costs for utilities and utility services provided to the leased premises including, without limitation, all charges for heat, water, sewer, electricity, gas, fuel and telephone service, if any. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the leased premises.

(b) Lessor shall have the right to tie into the power line servicing the Site. If Lessor does tie into the power line, Lessee agrees to continue to be responsible for all power line maintenance, repair and replacement charges to the Site and Lessor shall be responsible for all such charges which relate to facilities which extend beyond the Site. Lessor shall in any event be responsible for the cost of all power consumed by Lessor.

ARTICLE VI. Conduct of Business by Lessee. Lessee shall use the leased premises solely for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. Lessee shall not perform any acts or carry on any practices which may injure the building or be a nuisance. Except as provided in Article XI below, Lessee shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Lessor.

ARTICLE VII. Signs, Fixtures, Alterations (a) Lessee shall not make or cause to be made any alterations, additions or improvements to the Site beyond those permitted under this Lease, without first obtaining Lessor's written approval and consent which consent will not be unreasonably withheld. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

(b) Lessee shall promptly pay all contractors and materialmen for which it is responsible, so as to minimize the possibility of a lien attaching to the leased premises and should

any lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor.

(c) As of the date of this Lease, Lessee has built or installed and maintains on the Site a communications facility consisting of one (1) one-story masonry equipment shelter of approximately three hundred eighty-four (384) square feet, a 180 foot self-supporting steel tower with two antenna arrays thereon, a 1000 gallon propane tank, and a chain link fence, all as more particularly described in Schedule B attached hereto and made a part hereof. Lessee shall have the right, without the need for further approval from Lessor under this Lease (but subject to such approvals as may be required by Town ordinances, regulations or otherwise) to construct up to three (3) additional buildings (exclusive of any building installed by Lessor pursuant to Article XXXI) of approximately two hundred forty (240) square feet each (or less) for the housing of communications equipment, to install other accessory equipment at the Site such as emergency generators and propane tanks, to add antenna arrays to the Tower (subject to the additional rent provisions in Article III(c), to install such signs as may be required to comply with applicable laws, ordinances, regulations and other governmental requirements, and to upgrade, modify, replace and remove the equipment on the Tower and Site from time to time. Lessee shall maintain a chain link fence of at least the height of the current fence, with a locked gate, around all of the improvements on the Site. In the event Lessee elects to construct any or all of said three additional buildings on the Site, Lessee shall provide Lessor with at least 30 days advance written notice of such planned construction along with a detailed plan of the proposed construction.

(d) Lessor covenants and agrees that no part of the Lessee's or any sublessee's fixtures or improvements shall become, or be considered as being affixed to or a part of, the leased premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee and its sublessees on the leased premises in accordance with the provisions hereof shall be and remain the property of Lessee and/or its sublessees. By the expiration date or within 30 days after the date of any other termination of this Lease, Lessee shall remove all buildings, towers, foundations, equipment, fencing, tanks, signs, fixtures, alterations, additions and improvements placed on the leased premises by Lessee or its agents, sublessees or assignees and shall backfill and otherwise restore the leased premises (without being required to replant vegetation except as may be necessary to prevent undue erosion). If Lessee fails to perform such removal, said signs, fixtures, alterations, additions and improvements, at the option of Lessor, shall become the property of Lessor or Lessor may remove and store or dispose of the same or any part thereof at Lessee's sole cost and expense.

ARTICLE VIII. Maintenance of Leased Premises. Except for the right of way leading to the Site, which Lessor shall at its sole cost and expense maintain in a usable condition (including snow removal), Lessee shall at all times at its sole cost and expense keep the leased premises in good order, condition and repair and make such replacements as may be necessary to keep the leased premises in said condition. If either party refuses or neglects to repair the property for which it is responsible as soon as reasonably possible after written demand or if Lessee does not make such replacements to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, the non-defaulting party may make such repairs and

upon completion thereof, the defaulting party shall pay the other party's costs for making such repairs.

ARTICLE IX. Insurance and Indemnity. (a) Lessee shall, during the term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the business operated by Lessee in the leased premises insuring Lessee against all claims and demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than One Million Dollars (\$1,000,000) for injury to or death of one person, One Million Dollars (\$1,000,000) for injury to or death of more than one person in any single accident, and for not less than Three Hundred Thousand Dollars (\$300,000) for damage to or destruction or loss of property. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor ten (10) days prior written notice, and shall list Lessor as an additional insured.

(b) Lessee shall provide, at its expense, and throughout the term of this Lease, fire and extended coverage insurance in amounts sufficient to cover any and all losses which might be incurred through the damage or destruction of furniture, equipment, machinery and personal property not owned by Lessor and kept on the leased premises.

(c) It is agreed that Lessor shall not be liable to Lessee or to any persons claiming under Lessee by right of subrogation or otherwise for any damage to the properties described in Article IX (b) from fire or any casualty usually included in the so-called standard "extended coverages" endorsements as contained in fire insurance policies written in the State of Maine, whether or not such damage was caused by the negligence of Lessor, its respective servants, agents, employees or others.

(d) Lessee shall indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall, without fault on its part, be a party to litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. The agreement to indemnify Lessor as provided in this Paragraph shall not apply to the extent any such claims or damages may be due to or caused by the acts or omissions of the Lessor, its agents, contractors, employees or servants. Lessee shall also pay all reasonable costs and expenses (including reasonable attorney's fees) that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease in the event of a default by Lessee.

(e) Any coverage required in this Article IX may be obtained as part of a blanket policy.

ARTICLE X.           Off-Set Statement.   (a)   Within ten (10) days after a request therefor by Lessor, or in the event that upon any assignment or hypothecation of the leased premises and/or the land thereunder by Lessor, an off-set statement shall be required from Lessee, Lessee agrees to deliver a certificate to any proposed mortgagee, or to Lessor, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or off-sets thereto, or stating those claimed by Lessee.

(b)   Upon request of Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing; provided, however, that the subordination of this Lease to any such mortgage shall, in any event, be subject to the commitment and agreement of such mortgagee, for so long as Lessee shall not be in default hereunder, to recognize and permit quiet enjoyment by Lessee in the event of entry, foreclosure or sale in lieu of foreclosure. Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale of any mortgage made by Lessor covering the leased premises or in the event of a sale in lieu of foreclosure, attorn to the mortgagee or any purchaser upon any such foreclosure or sale and recognize such mortgagee or purchaser as Lessor hereunder, and no entry under any such mortgage or other security indenture, or sale for the purpose of foreclosing the same or repossessing, or other action pursuant to said mortgage, shall give the Lessee or any successor or assign of the Lessee any rights to terminate this Lease, provided that such mortgagee shall be subject to the above mentioned commitment and agreement. In the event the Lessor's land is encumbered by a mortgage at the time of execution of this Lease, the Lessor will obtain and furnish to Tenant a nondisturbance instrument for each such mortgage in recordable form.

ARTICLE XI.           Assignment and Subletting.   (a) Lessee may, without Lessor's consent, assign or transfer this Lease or sublet all but not less than all, of the leased premises to (i) Lessee's principal, affiliates, or subsidiaries of its principal or to any entity that may result from a merger, consolidation or joint venture of Lessee, its principal, affiliates or subsidiaries of its principal with Vodafone AirTouch PLC and/or GTE Corp., their principals, affiliates or subsidiaries, or (ii) a joint venture comprised of the Lessee, its principal, affiliate, or subsidiary of its principal, and Crown Castle International Corp., or its affiliate or subsidiary (the "Crown Castle Assignment"). In addition, Lessor hereby consents to the sublease of space on the Tower and the Site to Lessee's existing subtenant, Atlantic Cellular Telephone of Delaware, LLC, and to Portland Cellular Partnership in connection with the Crown Castle Assignment. As to other parties, Lessee will not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. This prohibition against assigning or subletting without Lessor's consent shall be construed to include a prohibition against any assignment or subletting by operation of law (other than to a party to whom Lessee is entitled to assign or sublet without Lessor's consent as set forth above); provided, however, this prohibition shall not include changes in the partnership or corporate structure of Lessee, including without limitation changes in ownership interests or identity of owners of Lessee. Notwithstanding any assignment or subletting, Lessee shall remain fully liable on this Lease and shall not be released from performing any of its terms, covenants and conditions.

(b) Notwithstanding the aforesaid prohibition against assignment, Lessee shall have the right to mortgage its leasehold interest herein on such terms and conditions as Lessee may determine. Lessor, upon request of such mortgagee, shall execute a separate consent evidencing its agreement that the execution and delivery of the proposed mortgage will not violate the provisions of this Lease, provided however, that such consent shall not be deemed to modify or alter the rights and obligations of the parties hereunder.

ARTICLE XII. Governmental Regulations. Lessee shall faithfully observe in the use of the leased premises all municipal and county ordinances and state and federal statutes, rules and regulations now in force or which may hereafter be in force.

ARTICLE XIII. Destruction or Condemnation. If the leased premises or buildings shall be damaged by fire or other casualty, or shall be acquired or condemned by eminent domain, or acquired in whole or in part by private purchase in lieu thereof, and the Site is not thereby rendered unsuitable for the purposes set forth in Article VI, Lessee shall within sixty (60) days after the occurrence of such damage or taking, at its own expense, to the extent insurance or condemnation proceeds are made available, either cause the Site to be restored to a condition reasonably comparable to the condition existing prior to the damage or taking, or demolish and remove any damaged buildings or improvements from the leased premises, fill any holes and remove all rubble. Rent shall not abate during the period when such repairs are made or during the period demolition and removal is performed.

If the Site shall be rendered unsuitable for the purposes set forth in Article VI by reason of any such occurrence, Lessee may, at its option, terminate this Lease and the tenancy hereby created by giving to Lessor within thirty (30) days following the date of such occurrence written notice of an election so to do effective as of the date of the damage or dispossession. If Lessee does not elect to so terminate, Lessee shall at its own expense cause such damage to be repaired. Rent shall not abate during the period when said repairs are made.

In the event of a condemnation Lessee shall have no claim against the Lessor nor the condemning authority for the value of any unexpired term of this Lease, provided, however, that Lessee shall have the right to claim and recover from the condemning authority such compensation or damages as may be separately awarded or recoverable by Lessee, or fairly attributable to Lessee on account of any and all damage to Lessee's leasehold improvements or fixtures by reason of the condemnation and for or on account of any cost or loss suffered by Lessee in removing Lessee's furniture, fixtures, leasehold improvements and equipment.

ARTICLE XIV. Default of the Lessee. In the event of any failure of the Lessee to pay any rental due hereunder and said failure continues for more than ten (10) days after notice from Lessor specifying any such default (provided however, Lessor shall not be required to give more than three (3) written notices in any twelve (12) month period for Lessee's failure to pay monthly rent and may thereafter during said twelve (12) month period exercise its remedies without further written notice), or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee and said failure continues for more than twenty (20) days after notice from Lessor specifying such default (except that where such default cannot reasonably be cured within twenty (20) days, and if Lessee commences to



cure such default within the twenty (20) day period and thereafter diligently pursues such cure to completion, then the period for cure shall be so extended), or if Lessee shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition shall not be dismissed within 60 days, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into such an arrangement or if Lessee shall abandon said premises or suffer this Lease to be taken under any writ of execution, then, in addition to any other rights or remedies which Lessor may have, Lessor shall have the right to terminate this Lease immediately upon notice to Lessee (or as soon as otherwise provided by law). In any such event, Lessor shall also have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored at the cost of and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

In the event that the Lease is terminated by Lessor pursuant to the provisions of this subparagraph, Lessee agrees to pay immediately the sum equivalent to the lesser of (i) the monthly rent for the eighteen (18) month period after the date of termination, or (ii) the monthly rent for the amount of time remaining on the initial term or renewal term then in effect, as liquidated damages for Lessor's loss of rent. The payment of said liquidated damages shall not affect any other rights or liabilities which shall otherwise exist or accrue hereunder except for Lessee's monthly rent obligation.

ARTICLE XV.      Access of Lessor.      Lessor shall have reasonable access to the leased premises for the purpose of examining the same, or to make any emergency repairs or maintenance deemed necessary by Lessor, but any such entry or examination or the making of such repairs or maintenance shall be conducted after prior notice so that Lessee may accompany Lessor, and in a manner which shall minimize any interruption in Lessee's use of the leased premises. This provision shall not be construed to require Lessor to conduct any such activity at a time other than normal working hours.

ARTICLE XVI.      Successors.      All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee is in conformity with Article XI hereof.

ARTICLE XVII.      Holdover.      If the Lessee shall remain in possession of the leased premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, including the rental provisions, shall be applicable. Lessor or Lessee shall terminate any such month-to-month tenancy by giving to the other thirty (30) days prior written notice.

ARTICLE XVIII.      Waiver.      The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant

or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted.

ARTICLE XIX.      Force Majeure.      In the event that either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period of such performance of any such acts shall be extended for a period equivalent to the period of such delay. The provisions of this Article XIX shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

ARTICLE XX.      Notices.      Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Lessor, at Town of Raymond, Route 85, East Raymond, Maine 04071 ATTN: Town Manager, or at such other address as Lessor may designate by written notice and (b) if to Lessee, at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate, or at such other address as Lessee shall designate by written notice.

ARTICLE XXI.      Right to Terminate.      It is understood and agreed that Lessee's ability to use the Tower and the Site is contingent upon its obtaining all of the certificates, licenses, permits and other approvals that may be required by any federal, state and local authorities in form and substance acceptable to Lessee. In the event that any of such applications should be rejected, or will result in conditions of operation unacceptable to Lessee, or any certificate, permit, license or approval issued to Lessee is cancelled, expires, lapses or is otherwise withdrawn or terminated by governmental authority, Lessee may terminate this Lease by giving Lessor thirty (30) days written notice of such termination. On the date so specified the lease term shall expire without further liability on the part of either party except for any claims or liabilities which accrued prior to such termination.

ARTICLE XXII.      Survey.      Lessor and Lessee agree that the description set forth in Schedule A may be amended if and when Lessee, at its own expense, shall survey the Site and provide a suitable substitute description.

ARTICLE XXIII.      Other Land.      Lessor and Lessee acknowledge that the Site and leased premises are located on a parcel of land owned by Lessor which is approximately one hundred forty (140) acres. In the event that Lessor relocates the access Road, Lessor shall not be required to maintain the present Road, but Lessor shall be required to maintain the access Road as relocated. Lessor shall have the right to use the remainder of the land owned by it (a) in the manner which it is presently being used i.e. as a stump dump and (b) in any other manner which does not violate any federal or state statute or regulation relating to interference with the then existing communications system located on the Site.

ARTICLE XXIV. INTENTIONALLY OMITTED

ARTICLE XXV. Captions and Article Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease, nor in any way affect this Lease.

ARTICLE XXVI. Memorandum of Lease. Lessor and Lessee agree, upon written request from the other, to execute a Memorandum of Lease in recordable form satisfactory to the attorneys for the respective parties.

ARTICLE XXVII. Severance. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

ARTICLE XXVIII. Lessor and Lessee Defined, Use of Pronoun. The words "Lessor" and "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessor or Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

ARTICLE XXIX. Final Resolution. The agreement expressed herein, in writing, constitutes the entire agreement between the parties, and supercedes all prior agreements, proposals, oral statements of any kind, and no oral statement shall add to or supercede any of its provisions.

ARTICLE XXX. Relocation by Lessor. In the event Lessor desires to facilitate the development of its remaining land and determines that the continued presence of Lessee's communications facility would interfere with such development, Lessor shall have the right to replace the leased premises with a new leased premises at a different location on the Lessor's larger parcel of property of which the leased premises are a part, provided that Lessor shall have given Lessee 18 months prior written notice of such site replacement, and provided further that prior to such site replacement taking effect, a fully operational communications facility shall have been constructed in all respects equivalent to the leased premises. Lessor's obligation to provide an equivalent facility shall include without limitation the following requirements:

1. The replacement tower and site must provide Lessee and all subtenants of the existing site with substantially equivalent geographical RF coverage for cellular, microwave, and all other communications operations conducted at the existing site as demonstrated by engineering tests performed at Lessor's cost by an engineering firm reasonably acceptable to Lessee. All costs associated with acquiring the replacement site shall be borne by Lessor.

2. The new site shall be free of easements, restrictions or other encumbrances or defects in title which could interfere with the use of the site by Lessee or its subtenants.

3. Lessor shall provide Lessee at Lessor's cost with an environmental assessment performed by an environmental firm reasonably acceptable to Lessee and prepared for the benefit of Lessee and Lessee's subtenants, confirming that there are no storage tanks and no hazardous or toxic substances or wastes or petroleum products present on or threatening the replacement premises.

4. Lessor shall obtain at its cost and expense all certificates, permits and other approvals that may be required by any Federal, State or Local authorities (including without limitation FAA and FCC approvals) to permit the construction of the replacement site and the unconditional use of the replacement site by Lessee and its subtenants for their communications purposes, including without limitation any permits that may be required for the temporary placement and use by Lessee and its subtenants of communications trailers at the new site prior to relocation of the existing equipment shelters in order to allow switch over to the new tower to occur without interruption in service.

5. Lessor shall construct and install the replacement tower, including the rigging of the tower and the installation of all coaxial cable needed for the replacement antennas of Lessee and its subtenants, as well as the right of way, utilities, and other site improvements, and shall relocate the equipment shelters and ancillary site equipment from the existing Site, all at its sole cost and expense (except for the cost of the replacement antennas, which shall be borne by Lessee and its subtenants) in accordance with all applicable governmental laws, ordinances, codes and regulations, utilizing contractors reasonably acceptable to Lessee, and in accordance with plans and specifications which have first been approved by Lessee. Lessor shall utilize only new equipment and installations meeting the specifications of Lessee and its subtenants, and the timing of relocation of the equipment shelters shall be coordinated with Lessee and its subtenants to permit switch-over from the leased premises to the new premises by Lessee and its subtenants to occur without disruption to service after Lessee and its subtenants shall have installed and tested their antenna equipment on the tower. Lessor shall provide Lessee with prior written notice that the tower is ready for the installation by Lessee and its subtenants of their replacement antennas, and Lessee and its subtenants shall have at least 120 days after such notice in order to install and test their equipment and make it fully operational in accordance with their usual standards and requirements prior to switch-over.

6. Lessor shall convey to Lessee good and marketable title to the new tower and other site improvements constructed and installed at the new site free of lien claims by warranty bill of sale. Lessor shall assure that all contractors and vendors of all of the improvements and equipment incorporated in the new tower site shall provide a warranty, assignable or transferable to Lessee, warranting that all improvements and equipment shall be free of defects in workmanship and materials for a period of one year after installation.

7. After switch-over to the replacement site Lessor shall be responsible for the dismantling and removal at Lessor's cost of the existing Tower and all other improvements from the existing Site, except that Lessee and its subtenants shall be allowed to remove their antenna equipment and cables from the existing Tower after the Tower has been rigged for such removal at Lessor's expense. Lessor shall be entitled to the salvage value of the existing Tower and any other site improvements not removed by Lessee and its subtenants from the existing Site. In

consideration of the cost incurred by Lessee and its subtenants in installing new antenna equipment at the new site, Lessor agrees that if at the time switch-over to the new site occurs there is less than five (5) years remaining on the term of the Lease (whether such switch-over occurs during the initial term or during either of the two five-year renewal terms provided for in Article II hereinabove), the term of the Lease shall automatically be renewed for a five-year term unless Lessee alone elects not to renew by giving the Lessor written notice of nonrenewal at least six months prior to the end of the term then in effect (i.e., the option of nonrenewal with respect to such five-year term shall be solely Lessee's). If such switch-over occurs during the initial term, then a second five-year renewal term shall remain available pursuant to Article II after the five-year term described in the preceding sentence, in which event such second renewal term shall automatically take effect unless either Lessor or Lessee elects not to renew by giving the other party written notice of nonrenewal at least eighteen (18) months prior to the end of the first renewal term, as provided in Article II.

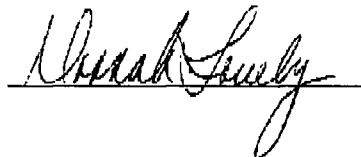
8. Upon completion of the foregoing requirements, Lessor and Lessee shall execute an amendment to the Lease in recordable form confirming the substitution of the new premises for the existing leased premises, and transfer of title to the new tower and other site improvements and equipment to Lessee.


ARTICLE XXXI. Fire Department Antenna. Lessee shall make available to the fire and emergency services department of the Town of Raymond space at the top of the Tower at no cost to Lessor for the installation of one whip antenna, together with the right to install a transmitter and associated equipment within an equipment cabinet at the base of the Tower, which antenna and equipment are described generally on Schedule C attached hereto. The space to be made available for Lessor's equipment will be designated by Lessee so as not to create interference with the communications operations of Lessee or its subtenant. Prior to installing its antenna, equipment shelter and other equipment Lessor shall submit plans and specifications for such installation to Lessee for Lessee's approval, which approval shall not be unreasonably withheld. As to any future subtenants, their respective installations will be permitted only at such locations as will not cause interference with the operations of Lessee (and its subtenants) or Lessor. If Lessor desires to make changes to its antenna and equipment in order to accommodate changes in technology, plans and specifications for such changes shall be submitted to Lessee for approval, which approval shall not be unreasonably withheld provided the changes will not cause interference with the operations of other users of the Tower or increase the loading on the Tower. The fire department will be afforded 24 hour access to its equipment at the Site, and shall have access to Lessee's back-up power source at the Site. Lessor shall be responsible for obtaining all necessary licenses, permits and approvals for the installation of its equipment at no cost to Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

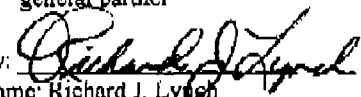
LESSOR: THE TOWN OF RAYMOND



By:   
Print Name: Nathan A. Poore  
Its: Town Manager

LESSEE: PORTLAND CELLULAR PARTNERSHIP,  
d/b/a VERIZON WIRELESS

By: CELLCO PARTNERSHIP,  
general partner

By:   
Name: Richard J. Lynch  
Title: Executive Vice President & Chief  
Technical Officer

#### CONSENT OF SUBTENANT

Atlantic Cellular Telephone of Delaware, LLC, as subtenant under a sublease with Portland Cellular Partnership dated November 28, 1997 (the "Sublease") relating to the above-referenced Site, hereby acknowledges its consent to the terms of the foregoing Lease between the Town of Raymond as Lessor and Portland Cellular Partnership as Lessee, and agrees that (1) the Sublease shall be subject to all of the terms and provisions of the Lease, and (2) if directed by the Lessee in writing, it shall pay directly to Lessor the portion of the rent due under the Sublease which corresponds to the additional rent due under Section III (c) (1) of the foregoing Lease.

ATLANTIC CELLULAR TELEPHONE OF  
DELAWARE, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

LESSOR: THE TOWN OF RAYMOND

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LESSEE: PORTLAND CELLULAR PARTNERSHIP,  
d/b/a VERIZON WIRELESS

By: CELLCO PARTNERSHIP,  
general partner

By: \_\_\_\_\_  
Name: Richard J. Lynch  
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ATLANTIC CELLULAR TELEPHONE OF  
DELAWARE, LLC

By: Thayer S. El Khouri  
Print Name: Thayer S. El Khouri  
Its: System Development Manager

## Schedule A Lease Parcel

A certain lot or parcel of land situated near the end of the Patricia Avenue Extension (A 50.00 Foot Public Right-of-Way), in the Town of Raymond, County of Cumberland and State of Maine, being a portion of Tax Map 5, Lot 19, said lot being more particularly bounded and described as follows:

Commencing at a ring bolt in a boulder located at the intersection of the town lines of Gray, Windham and Raymond, and the most southerly corner of land now or formerly owned by the Town of Raymond as shown on Tax Map 5, Lot 18;

Thence N 39°-47'-29" W, by and along the Windham/Raymond Town Line and the northeasterly sideline of land now or formerly of Scott Paper Co., located in the Town of Windham, a distance of 1051.00 feet to a point;

Thence N 50°-12'-31" E, a distance of 183.00 feet on a line perpendicular to the said town line to a point at the southerly corner of the Lease Lot herein described and the POINT OF BEGINNING;

Thence continuing N 50°-12'-31" E, a distance of 100.00 feet to a point at the easterly corner of said lot;

Thence N 39°-47'-29" W, a distance of 100.00 feet to an angle point in said lot;

Thence N 31°-38'-21" W, a distance of 50.51 feet to a point at the northerly corner of said lot;

Thence S 50°-12'-31" W, a distance of 100.00 feet to the westerly corner of the said lot;

Thence S 31°-38'-21" E, a distance of 50.51 feet to an angle point in said lot;

Thence S 39°-47'-29" E, a distance of 100.00 feet to the point of beginning.

The leased premises also includes the area extending beyond the southeasterly side of said parcel on which a propane tank and utilities are located.

Meaning and intending to describe a lot or parcel of land containing a 15,000 square feet, more or less. For further reference to the overall lot, see deed to the Inhabitants of the Town of Raymond, recorded in Book 3780, Page 201 at the Cumberland County Registry of Deeds.

Said lot and right-of-way being shown on a plan entitled "Lease Exhibit - Cumberland County Patricia Avenue Extension Raymond Cell Site", dated June 24, 1999 for Portland Cellular Partnership, a copy of which is attached hereto as Schedule A-1.

PARP\PRTDCELL\Raymond\Schedule.A.wpd



SCHEDULE B

**DESCRIPTION OF LESSEE'S EXISTING EQUIPMENT**

180 foot self-supporting steel tower

One 32' x 12' masonry structure and up to three additional 12' x 20' or smaller prefabricated structures

1000 gallon propane tank

7 foot tall chain link fence, 1 foot barb wire top around building, tower and propane tank

All as shown on Schedule A-1

SCHEDULE C

**DESCRIPTION OF FIRE DEPARTMENT EQUIPMENT**

1. One VHF antenna at the top of the Tower up to 20 feet in length with radio arms projecting up to 8 feet
2. An equipment shelter sufficient for a base radio, repeater and other associated equipment necessary for the operation of the antenna, not to exceed eight (8) feet by ten (10) feet in size
3. Suitable coax cable transmission line leading from the equipment shelter to the antenna on the Tower
4. Other accessory equipment necessary for the operation of the antenna

## Schedule A Lease Parcel

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Thence N 50°-12'-31" E, a distance of 183.00 feet on a line perpendicular to the said town line to a point at the southerly corner of the Lease Lot herein described and the POINT OF BEGINNING;

Thence continuing N 50°-12'-31" E, a distance of 100.00 feet to a point at the easterly corner of said lot;

Thence N 39°-47'-29" W, a distance of 100.00 feet to an angle point in said lot;

Thence N 31°-38'-21" W, a distance of 50.51 feet to a point at the northerly corner of said lot;

Thence S 50°-12'-31" W, a distance of 100.00 feet to the westerly corner of the said lot;

Thence S 31°-38'-21" E, a distance of 50.51 feet to an angle point in said lot;

Thence S 39°-47'-29" E, a distance of 100.00 feet to the point of beginning.

The leased premises also includes the area extending beyond the southeasterly side of said parcel on which a propane tank and utilities are located.

Meaning and intending to describe a lot or parcel of land containing a 15,000 square feet, more or less. For further reference to the overall lot, see deed to the Inhabitants of the Town of Raymond, recorded in Book 3780, Page 201 at the Cumberland County Registry of Deeds.

Said lot and right-of-way being shown on a plan entitled "Lease Exhibit - Cumberland County Patricia Avenue Extension Raymond Cell Site", dated June 24, 1999 for Portland Cellular Partnership, a copy of which is attached hereto as Schedule A-1.

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LEASE

THIS LEASE made the 27<sup>th</sup> day of July, 1989, by and between the TOWN OF RAYMOND, MAINE ("Lessor") and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership with a place of business in Portland, Maine ("Lessee").

WITNESSETH THAT:

ARTICLE I. Leased Premises. In consideration of the rents, and Lessee's covenants and agreements contained herein, the Lessor leases to Lessee and Lessee leases and takes from Lessor, certain premises consisting of a one hundred (100) foot by one hundred (100) foot lot more particularly described in Schedule A attached hereto and made a part hereof (the "Site") together with the non-exclusive right (to the extent that Lessor has an interest in the premises described below and the right and power to convey the same), in common with others, for ingress and egress, at all times and from time to time, on foot or by motor vehicle, to travel over the presently existing unimproved road from Patricia Avenue to the Site and together with the right, in common with Lessor and others, to install, maintain and replace above-ground electric lines and poles adjacent to said road (said Site, right of way and utility easement hereinafter called the "leased premises"). Lessor reserves the right to relocate the road and easement at its sole option and expense.

ARTICLE II. Term. TO HAVE AND TO HOLD for a term of twenty (20) years, said term and Lessee's obligation to pay rent hereunder to commence on July 1, 1989 and to end at midnight on June 30, 2009.

ARTICLE III. Base Rent. Lessee agrees to pay to Lessor, as rent, at such place as shall be designated by Lessor, without any prior demand therefor and without any defense, deduction or set-off whatsoever, in equal monthly installments, in advance, as follows:

(a) During the first year of the term base rent of \_\_\_\_\_ per month payable on or before the first day of each month;

(b) For each succeeding year, at a monthly rate equal to the monthly rent in effect during the immediately preceding one (1) year period times a fraction having as its numerator the Consumer Price Index (as hereinafter defined) for the calendar month which immediately precedes the commencement of the one (1) year period for which the rent is being determined, and having as its denominator the Consumer Price Index for the calendar month which immediately preceded the commencement of the preceding one (1) year period. As used herein the "Consumer Price Index" means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index For All Urban Consumers, All Cities, All Items (1967=100), with such Index to be adjusted to properly reflect all changes in the

base year for such Index using such conversion factors as may be available from the United States Government. In the event that the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for any computations under this Lease requiring the use of the Consumer Price Index. In the event that the Consumer Price Index or the successor or substitute index shall not be published, a reliable governmental or other non partisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used for computations under this Lease requiring the use of the Consumer Price Index.

ARTICLE IV. Additional Rent. Lessee shall pay as additional rent all sums of money or charges required to be paid by Lessee under this Lease, whether or not the same be designated "additional rent". If the time of payment of any such amount or charge is not otherwise provided in this Lease, it shall be due and payable in full with the next installment of base rent thereafter falling due hereunder.

ARTICLE V. Utilities; Taxes and Maintenance Costs. Lessee shall be responsible for and shall promptly pay all charges and costs for utilities and utility services provided to the leased premises including, without limitation, all charges for heat, water, sewer, electricity, gas, fuel and telephone service, if any. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the leased premises.

(b) Lessor shall have the right to tie into the power line servicing the Site. If Lessor does tie into the power line, Lessee agrees to continue to be responsible for all power line maintenance, repair and replacement charges to the Site and Lessor shall be responsible for all such charges which relate to facilities which extend beyond the Site.

ARTICLE VI. Conduct of Business by Lessee. Lessee shall use the leased premises solely for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. Lessee shall not perform any acts or carry on any practices which may injure the building or be a nuisance. [Lessee shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Lessor.]

ARTICLE VII. Signs, Fixtures, Alterations. (a) Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, signs, floor coverings or lighting or plumbing fixtures, without first obtaining Lessor's written approval and consent which consent will not be unreasonably withheld. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

(b) Lessee shall promptly pay all contractors and materialmen for which it is responsible, so as to minimize the possibility of a lien attaching to the leased premises and should any lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor.

(c) Lessee shall have the right, without the need for further approval from Lessor under this Lease (but subject to such approvals as may be required by Town ordinances, regulations or otherwise) to construct a communications facility on the Site consisting of one (1) building of approximately three hundred eighty-four (384) square feet for the housing of communications equipment, an antenna tower and antenna array thereon, all as more particularly described in Schedule B attached hereto and made a part hereof. In the event any such improvement is constructed, Lessee shall build a chain link fence around the improvement(s).

(d) By the expiration or other termination date of this Lease, Lessee shall remove all signs, fixtures, alterations, additions and improvements placed on the leased premises by Lessee or its agents, sublessees or assignees and shall backfill and otherwise restore the leased premises (without being required to replant vegetation except as may be necessary to prevent undue erosion). If Lessee fails to perform such removal, said signs, fixtures, alterations, additions and improvements, at the option of Lessor, shall become the property of Lessor or Lessor may remove and store or dispose of the same or any part thereof at Lessee's sole cost and expense.

ARTICLE VIII. Maintenance of Leased Premises. Lessee shall at all times at its sole cost and expense keep the leased premises in good order, condition and repair and make such replacements as may be necessary to keep the leased premises in said condition. If Lessee refuses or neglects to repair the property as required hereunder and make such replacements to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs and upon completion thereof, Lessee shall pay Lessor's costs for making such repairs.

ARTICLE IX. Insurance and Indemnity. (a) Lessee shall, during the term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the business operated by Lessee in the leased premises insuring Lessor and Lessee against all claims and demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than One Million Dollars (\$1,000,000) for injury to or death of one person, One Million Dollars

(\$1,000,000) for injury to or death of more than one person in any single accident, and for not less than Three Hundred Thousand Dollars (\$300,000) for damage to or destruction or loss of property. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor ten (10) days prior written notice.

(b) Lessee shall provide, at its expense, and throughout the term of this Lease, fire and extended coverage insurance in amounts sufficient to cover any and all losses which might be incurred through the damage or destruction of furniture, equipment, machinery and personal property not owned by Lessor and kept on the leased premises.

(c) It is agreed that Lessor shall not be liable to Lessee or to any persons claiming under Lessee by right of subrogation or otherwise for any damage to the properties described in Article IX (b) from fire or any casualty usually included in the so-called standard "extended coverages" endorsements as contained in fire insurance policies written in the State of Maine, whether or not such damage was caused by the negligence of Lessor, its respective servants, agents, employees or others.

(d) Lessee shall indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof; or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall, without fault on its part, be a party to litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease.

(e) Any coverage required in this Article IX may be obtained as part of a blanket policy.

ARTICLE X. Off-Set Statement. (a) Within ten (10) days after a request therefor by Lessor, or in the event that upon any assignment or hypothecation of the leased premises and/or the land thereunder by Lessor, an off-set statement shall be required from Lessee, Lessee agrees to deliver a certificate to any proposed mortgagee, or to Lessor, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or off-sets thereto, or stating those claimed by Lessee.

(b) Upon request of Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, provided, however, that the subordination of this Lease to any such mortgagee, shall, in any event, be subject to the commitment and agreement of such mortgagee, for so long as Lessee shall not be in default hereunder, to recognize and permit quiet enjoyment by Lessee in the event of entry, foreclosure or sale in lieu of foreclosure. Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event or exercise of the power of sale of any mortgage made by Lessor covering the leased premises or in the event of a sale in lieu of foreclosure attorn to the mortgagee or any purchaser upon any such foreclosure or sale and recognize such mortgagee or purchaser as Lessor hereunder, and no entry under any such mortgage, or other security indenture or sale for the purpose of foreclosing the same or repossessing or other action pursuant to said mortgage or other successors and assigns, constructive or otherwise, or give the Lessee or any successor or assign of the Lessee any rights to terminate this Lease, provided that such mortgagee shall be subject to the above mentioned commitment and agreement.

ARTICLE XI. Assignment and Subletting. (a) Lessee will not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor. Notwithstanding the provisions in the preceding sentence, the parties acknowledge that Lessee may in the future desire to permit others to lease space on the tower, and in such cases, Lessee may sublet space on the tower but only with the prior written consent of Lessor, which consent will not be unreasonably withheld. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or subletting, Lessee shall remain fully liable on this Lease and shall not be released from performing any of its terms, covenants and conditions.

(b) Notwithstanding the aforesaid prohibition against assignment, Lessee shall have the right to mortgage its leasehold interest herein on such terms and conditions as Lessee may determine. Lessor, upon request of such mortgagee, shall execute a separate consent evidencing its agreement that the execution and delivery of the proposed mortgage will not violate the provisions of this Lease, provided however, that such consent shall not be deemed to modify or alter the rights and obligations of the parties hereunder.

ARTICLE XII. Governmental Regulations. Lessee shall faithfully observe in the use of the leased premises all municipal and county ordinances and state and federal statutes, rules and regulations now in force or which may hereafter be in force.



ARTICLE XIII. Destruction or Condemnation. If the leased premises or building shall be damaged by fire or other casualty, or shall be acquired or condemned by eminent domain, or acquired in whole or in part by private purchase in lieu thereof, and the Site is not thereby rendered unsuitable for the purposes set forth in Article VI, Lessee shall, at its own expense, to the extent insurance or condemnation proceeds are made available, cause the Site to be restored to a condition reasonably comparable to the condition existing prior to the damage or taking within sixty (60) days after the occurrence of such damage or taking. Rent shall not abate during the period when such repairs are made.

If the Site shall be rendered unsuitable for the purposes set forth in Article VI by reason of any such occurrence, Lessee may, at its option, terminate this Lease and the tenancy hereby created by giving to Lessor within thirty (30) days following the date of such occurrence written notice of an election so to do effective as of the date of the damage or dispossession. If Lessee does not elect to so terminate, Lessee shall at its own expense cause such damage to be repaired. Rent shall not abate during the period when said repairs are made.

In the event of a condemnation Lessee shall have no claim against the Lessor nor the condemning authority for the value of any unexpired term of this Lease, provided, however, that Lessee shall have the right to claim and recover from the condemning authority such compensation or damages as may be separately awarded or recoverable by Lessee, or fairly attributable to Lessee on account of any and all damage to Lessee's leasehold improvements or fixtures by reason of the condemnation and for or on account of any cost or loss suffered by Lessee in removing Lessee's furniture, fixtures, leasehold improvements and equipment.

ARTICLE XIV. Default of the Tenant. In the event of any failure of the Lessee to pay any rental due hereunder or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, and said failure continues for more than ten (10) days after notice from Lessor specifying any such default (provided however, Lessor shall not be required to give more than three (3) written notices in any twelve (12) month period for Lessee's failure to pay monthly rent and may thereafter during said twelve (12) month period exercise its remedies without further written notice) or if Lessee shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or if Lessee makes an assignment for the benefit of creditors,

or petitions for or enters into an arrangement or if Lessee shall abandon said premises or suffer this Lease to be taken under any writ of execution, then, in addition to any other rights or remedies which Lessor may have, Lessor shall have the right to terminate this Lease immediately upon notice to Tenant (or as soon as otherwise provided by law). In any such event, Lessor shall also have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored at the cost of and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

In the event that the Lease is terminated by Lessor pursuant to the provisions of this subparagraph, Lessee agrees to pay immediately the sum equivalent to the monthly rent for the eighteen (18) month period after the date of termination as liquidated damages for Lessor's loss of rent. The payment of said liquidated damages shall not affect any other rights or liabilities which shall otherwise exist or accrue hereunder except for Lessee's monthly rent obligation.

ARTICLE XV. Access of Lessor. Lessor shall have reasonable access to the leased premises for the purpose of examining the same, or to make any emergency repairs or maintenance deemed necessary by Lessor, but any such entry or examination or the making of such repairs or maintenance or shall be conducted in a manner which shall minimize any interruption in Lessee's use of the leased premises. This provision shall not be construed to require Lessor to conduct any such activity at a time other than normal working hours.

ARTICLE XVI. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee is in conformity with Article XI hereof.

ARTICLE XVII. Holdover. If the Lessee shall remain in possession of the leased premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, including the rental provisions, shall be applicable. Lessor or Lessee shall terminate any such month-to-month tenancy by giving to the other thirty (30) days prior written notice.

ARTICLE XVIII. Waiver. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant

or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted.

ARTICLE XIX. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period of such performance of any such acts shall be extended for a period equivalent to the period of such delay. The provisions of this Article XIX shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

ARTICLE XX. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Lessor, at Town of Raymond, Route 85, East Raymond, Maine 04071 ATTN: Town Manager, or at such other address as Lessor may designate by written notice and (b) if to Lessee, at Maine Cellular, 190 Riverside Street, Turnpike West, Portland, Maine 04103, ATTN: General Manager, or at such other address as Lessee shall designate by written notice.

ARTICLE XXI. Rights to Terminate (a) Either party shall have the right to terminate this Lease at any time after the expiration of the first ten (10) years of the term hereof by giving to the other party at least eighteen (18) months written notice of such termination. On the date so specified the lease term shall expire without further liability on the part of either party except for any claims or liabilities which accrued prior to such termination.

(b) In the event that Lessee shall fail to obtain all certificates, permits and other approvals required by any federal, state and local governmental authorities within one (1) year after the commencement date of the initial term, Lessee may terminate this Lease by giving Lessor thirty (30) days written notice of such termination. On the date so specified the lease term shall expire without further liability on the part of either party except for any claims or liabilities which accrued prior to such termination.

ARTICLE XXII. Survey Lessor and Lessee agree that the description set forth in Schedule A may be amended if and when Lessee, at its own expense, shall survey the Site and provide a suitable substitute description.

ARTICLE XXIV. Other Land Lessor and Lessee acknowledge that the Site and leased premises are located on a parcel of land owned by Lessor which is approximately one hundred forty (140) acres. In the event that Lessor relocates the access road, Lessor shall not be required to maintain the present road. Lessor shall have the right to use the remainder of the land owned by it (a) in the manner which it is presently being used i.e. as a stump dump and (b) in any other manner which does not violate any federal or state statute or regulation relating to interference with the then existing communications system located on the Site.

ARTICLE XXV. Cellular Phone As additional consideration attributable to the first year of the Lease, Lessee shall give to Lessor one (1) portable cellular telephone at no cost to Lessor. Lessee shall further give Lessor Fifty Dollars (\$50.00) credit per month towards Lessor's usage fees for the first twelve (12) months of the initial term; provided, however, said Fifty Dollar (\$50.00) credit shall apply only to charges for Maine Cellular air time.

ARTICLE XXVI. Captions and Article Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease, nor in any way affect this Lease.

ARTICLE XXVII. Memorandum of Lease: Lessor and Lessee agree, upon written request from the other, to execute a Memorandum of Lease in recordable form satisfactory to the attorneys for the respective parties.

ARTICLE XXVIII. Severance. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

ARTICLE XXIV. Lessor and Lessee Defined, Use of Pronoun. The words "Lessor" and "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessor or Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

Harmon P. Foster

LESSOR: THE TOWN OF RAYMOND

By Richard T. Humber  
Its Chairman - Board of Selectmen

LESSEE: PORTLAND CELLULAR  
PARTNERSHIP

Portland Cellular

By William A. Hurn  
Its General Manager

1092L

SCHEDULE A

Beginning at a stake in the ground 183 feet from a point on the southwesterly sideline of the property of the Town of Raymond 1051 feet from the most westerly corner of said property;

Thence northeasterly on a course perpendicular to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground;

Thence southeasterly on a course parallel to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground;

Thence southwesterly on a course perpendicular to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground;

Thence northwesterly on a course parallel to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground and the point of beginning.

All as shown on the attached sketch.

Town of Raymond

100 de

Burnham, Margaret (Heiri;  
41.8 ac

Town of  
Raymond  
Tenn

Site Center Blvd. #165  
Site Sludge  
to Fuel Converter

Sludge  
☐ Sludge  
Sludge

1975-76

1800 -

SCHEDULE B

180 foot self-supporting steel tower

32 x 11'3" prefabricated structure

1000 gallon propane tank

7 foot tall chain link fence, 1 foot barb wire  
top around building, tower and propane tank

All as shown on Drawing 89-8080, SH1, Sheet 2 of 4, which  
drawing is filed with the Town of Raymond Planning  
Board.





301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 941 364.8761  
www.crowncastle.com

December 15, 2011

Town of Raymond Maine  
Attention: Nancy Yates, Finance Director  
401 Webb Mills Road  
Raymond, ME 04071  
Ph: 207-655-4742 x 132

RE: Business Unit # 816709  
Site Name: Raymond  
Tax ID:

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Atlantic Company LLC, a Delaware limited liability company ("Lessee") and Town of Raymond Maine ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated July 1, 2000, as may be amended ("Lease") for property located in Raymond, Cumberland County, ME ("Property").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section two (2) that there is one (1) renewal term remaining. That Lease section will be amended to provide an additional five (5), five (5) year renewal terms. The new final Lease expiration date will be June 30, 2045.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a. On the first day of the second full month following full execution of the Lease Amendment, the monthly rent shall increase by an amount equal to Three Hundred Fifty Dollars (\$350.00) per month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of the Lease.

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor will appoint Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

4. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

5. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property

committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

8. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:  
Town of Raymond Maine

Lessor:  
Town of Raymond Maine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessee:  
Crown Atlantic Company LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: Scott Tonnesen  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 941 364.8761  
www.crowncastle.com

December 15, 2011

Town of Raymond Maine  
Attention: Nancy Yates, Finance Director  
401 Webb Mills Road  
Raymond, ME 04071  
Ph: 207-655-4742 x 132

RE: Business Unit # 816709  
Site Name: Raymond  
Tax ID:

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Atlantic Company LLC, a Delaware limited liability company ("Lessee") and Town of Raymond Maine ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated July 1, 2000, as may be amended ("Lease") for property located in Raymond, Cumberland County, ME ("Property").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section two (2) that there is one (1) renewal term remaining. That Lease section will be amended to provide an additional five (5), five (5) year renewal terms. The new final Lease expiration date will be June 30, 2045.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a. The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Fifteen Thousand Dollars (\$15,000.00) for the full execution of the Lease Amendment within 60 days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor, however all other terms of this Letter Agreement shall remain in full force and effect.

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor will appoint Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

4. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

5. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

8. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:  
Town of Raymond Maine

Lessor:  
Town of Raymond Maine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessee:  
Crown Atlantic Company LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: Scott Tonnesen  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 941 364.8761  
www.crowncastle.com

December 15, 2011

Town of Raymond Maine  
Attention: Nancy Yates, Finance Director  
401 Webb Mills Road  
Raymond, ME 04071  
Ph: 207-655-4742 x 132

RE: Business Unit # 816709  
Site Name: Raymond  
Tax ID:

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement related to the acquisition of a perpetual easement ("Transaction") by Global Signal Acquisitions IV LLC, a Delaware limited liability company ("Grantee") from Town of Raymond Maine ("Grantor"), over a 15,000.0 square foot parcel of real estate identified by Grantee as the above Business Unit located in Raymond, Cumberland County, Maine, together with access and utilities easements ("Property"). The Property will be clarified by the Survey (as defined below).

For and in consideration of Fifty Dollars (\$50.00) to be paid by Grantee to Grantor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Grantee and Grantor will enter into a Grant of Easement and Assignment of Lease which shall be perpetual and in substantially the form attached as Exhibit A ("Agreement"), pursuant to which Grantee will acquire the Property from the Grantor for a purchase price of Six Hundred Fifteen Thousand Dollars (\$615,000.00) ("Purchase Price").

2. Currently Grantor and Crown Atlantic Company LLC, a Delaware limited liability company are parties to a lease for all or a portion of the Property ("Lease"). As further consideration of the Purchase Price, Grantor will assign to Grantee its interest in the Lease. The defined term "Transaction" as used in this Letter Agreement shall include the assignment of Grantor's interest in the Lease. If applicable, at the closing of the Transaction, the Purchase Price shall be reduced by an amount equal to the portion of any rent or other payments previously paid to Grantor pursuant to the Lease for any period of time after the closing of the Transaction.

3. Consummation of the Transaction will be subject to:

- a. approval of this Letter Agreement by Grantee's property committee;
- b. the execution and delivery by Grantor of all forms required by applicable taxing authorities, and any documents required by Grantee's title insurer evidencing the authority of the party executing such documents on Grantor's behalf;
- c. performance by Grantee of environmental screening of the Property's soil conditions with results satisfactory to Grantee and its lender;
- d. receipt by Grantee of a survey in form and substance satisfactory to Grantee ("Survey"); and,
- e. Grantee's receipt of a title commitment with respect to the Property, to be obtained, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to Grantee.

4. Upon satisfaction of the contingencies described in Section 3 of this Letter Agreement to Grantee's sole satisfaction, the parties shall execute the Agreement.

5. From the date of this Letter Agreement until the Agreement is fully executed, Grantor shall not directly or indirectly solicit, initiate or encourage submission of proposals or offers relating to any disposition or encumbrance of the Property in whole or in part.

6. Irrespective of whether the Transaction is consummated, Grantee and Grantor each will pay its own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Letter Agreement prior to closing without damages.

8. Grantor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

9. Grantor agrees that the information contained in this Letter Agreement and other information conveyed by Grantee to Grantor concerning the Transaction, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.

10. The Agreement shall include a legal description of the Property to be inserted by Grantee upon Grantee's receipt of the Survey.

11. Grantor represents and warrants that:

- a. Grantor is duly authorized and has the full power, right and authority to enter into this Letter Agreement, and subject to the following item 11.b., to perform Grantor's obligations herein;
- b. Grantor understands that if the Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, then the consent of Grantor's lender to the Transaction is probably required. Grantor understands that if such consent is required then failure to obtain such consent could place Grantor in default of such loan and subject the Property to foreclosure by such lender. Grantor hereby holds harmless Grantee from any cost, damage or liability which Grantor may incur as a result of closing this Transaction without such consent;
- c. Grantor has no knowledge of any pending or threatened condemnation proceedings or other similar proceedings relating to the Property;
- d. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property;
- e. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property in whole or in part;
- f. Grantor agrees that Grantee may, but shall not be obligated to, extend any time periods set forth herein in order to (a) determine whether these representations and warranties are true and correct and (b) permit Grantor to perform any corrective actions necessary to make such representations and warranties true and correct as of the closing; and,
- g. From the date of this Letter Agreement through the date that Grantor executes the Agreement, Grantor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Grantor shall promptly notify Grantee if any representation or warranty is or possibly may not be true or correct. Grantor's representations, warranties and covenants shall survive the closing.



If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Grantor:  
Town of Raymond Maine

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grantor:  
Town of Raymond Maine

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee:  
Global Signal Acquisitions IV LLC, a Delaware  
limited liability company

By: \_\_\_\_\_

Name: Scott Tonnesen

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## **GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

Facilities:	BUSINESS UNIT NUMBER
Street Address:	FACILITIES ADDRESS
City:	FACILITIES MUNICIPAL LOCALE
County:	FACILITIES COUNTY LOCALE
State:	STATE

between

Global Signal Acquisitions IV LLC,  
a Delaware limited liability company ("GSA IV")

and

LANDOWNER'S NAME ("Grantor")

## **GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

**THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE** (the "Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ [Insert Individual(s) or Company], \_\_\_\_\_ [Insert Marital Status or Entity State and Entity Type, as applicable] ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("GSA IV").

### **1. Description of Grantor's Property.**

Grantor is the owner of that certain land and premises in \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, by grant or conveyance described in the Public Records of \_\_\_\_\_ County, \_\_\_\_\_ at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

**2. Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a \_\_\_\_\_ feet by \_\_\_\_\_ feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a thirty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's

request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of \_\_\_\_\_ County, State of \_\_\_\_\_. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

**3. Easement Area.** The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

**4. Perpetual Easement.** This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

**5. GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

**6. Hazardous Materials.**

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous

waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

**7. Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

**8. Security of GSA IV's Communications Facilities.** GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

**9. Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

**10. Assignment of Lease Agreement.** The parties hereby acknowledge that certain [insert name of lease agreement] \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_, as lessee, and Grantor, as lessor ("Lease Agreement"). Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV.

**11. Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

**12. Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

**13. Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

**14. Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

**15. Limitation on Damages.** In no event shall GSA IV be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

**16. Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

**17. Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

**18. Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c)

subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

**19. Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

**20. Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

**21. Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

**22. Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

**23. Construction of Document.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

**24. Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be \_\_\_\_\_ County, State of \_\_\_\_\_.

**25. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

GRANTOR'S PRIMARY CONTACT  
GRANTOR'S NOTICE ADDRESS  
GRANTOR'S CITY, STATE and ZIP

Global Signal Acquisitions IV LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal – Real Estate Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317

**26. Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and

apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

**27. Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

**28. Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

**29. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

**30. Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without

limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

**Witness:**

**Grantor:**

[Type Individual or Entity Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness:**

**Grantor:**

[Type Individual or Entity Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness:**

**GSA IV:**

Global Signal Acquisitions IV LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[Acknowledgements appear on the following page]**



**TOWN OF RAYMOND, MAINE**  
**Animal Noise Ordinance~~BARKING DOGS~~**

May 1984

~~No person shall own, possess or harbor within the Town of Raymond any dog which by loud, and frequent and habitual barking, howling, or yelping disturbs the peace of any person. It shall be a violation to keep any animal which unreasonably causes annoyance, alarm, or noise disturbance at any time of the day or night by repetitive barking, whining, screeching, howling, braying, crowing or other like sounds common to its species, which may be heard beyond the boundary of the owner's or keeper's property under conditions wherein the animal sounds are shown to have occurred either as an episode of continuous noise lasting for a minimum period of ten minutes or repeated episodes of intermittent noise lasting for a minimum period of thirty minutes.~~

Any person, who shall violate the provisions of this section, shall upon the first occasion thereof, be given a written warning, which shall include the date and time it was issued.

Upon conviction of any subsequent violations within a period of six (6) months from such warning, the person found to be in violation shall be punished by a civil penalty according to the following schedule:

First Offence \$ 50.00

Second Offence 100.00

Third Offence 200.00 [Amended 3/17/01]

Plus reasonable attorney costs for prosecution. [Amended 3/97]

This Ordinance shall be enforced by the Animal Control Officer ~~Dog Constable~~ and the ~~other~~ Town Constables of the Town of Raymond.

To Don Willard, Town Manager

RE: Roosters

Date: 2-1-2012

Don,

Sorry it took so long to get back to you. As you know, Ruth passed on the 17th after a battle with cancer and I was very busy here the last 3 weeks. On the next night, I met with the two neighbors and listened to four people who would like to resolve the conflict while keeping most of what each valued. After much discussion, it appeared that, although neither party would be completely happy, we reached what I would consider a compromise and that is a great start.

The roosters will be kept in the barn at night with the "windows closed" until the 6:30 feeding. This will be an improvement to the all night open windows and the sounds of early morning barn animals. Although 6:30 is early it beats 5 AM. The pen is being built on the back of the barn and shall contain the area of movement or "free ranging" unless the owners are home and supervising. The insulation will be installed to further reduce the sounds that leave the inside of the barn. I conclude by stating that it was a very civil meeting with both parties trying to find a win/win solution. I am not recommending that the BOS drop their ideas but rather just tried to remove the emotions and finger pointing so that cooler heads may prevail.

If I can be of any other help please let me know.

Denis

## Animal Noise Ordinance

Suggested proposal from

Town of Raymond Animal Control Department

No keeper or owner shall keep or maintain within the town of Raymond any animal(s) which by frequent repetitive or continuous howling, yelping, barking, braying, whinnying, crying, cackling, crowing, or any other noise that annoys or disturbs the peace of persons of reasonable sensitivities residing, owning property, or employed within a district zoned for residential uses.

Noise from such animals between the hours of 11:00 p.m. and 6:00 a.m. which may be heard at least 100 feet from the perceived property line shall be deemed excessive and in violation of this section.

During the hours between 6:00 a.m. and 11:00 p.m. this distance shall be extended to a minimum of 250 feet, and such animal or animals make noise continuously for a minimum of 30 minutes within a 1 hour period, or repeated episodes of intermittent noise lasting a minimum period of 90 minutes.

A violation of this section may still occur if the noise is heard at distances less than that stated, given the proximity of houses or structures to one another, or location of the source animal to the location of the complaint.

## **Animal Noise Ordinance Enforcement**

### **Proposal by**

### **Town of Raymond Animal Control Department**

Enforcement shall be undertaken only upon receipt of a complaint by an identifiable person who resides, owns property, or is employed within a residential district affected by the noise. Upon receipt of such a complaint, the procedure for enforcing shall be as follows:

1. An animal control officer, or police officer, shall verify that the animal disturbance noise referred to in the complaint is being received at the location referred to in the complaint.
2. After verification, the animal control officer, or police officer, shall make a reasonable attempt to notify the owner/keeper at the location of the source of the animal disturbance noise and inform that person that an animal disturbance noise complaint has been received from a person residing, owning property, or employed in a district zoned for residential purposes, and warn that if other complaints are received a notice or notices of infraction will be issued. The animal control officer, or police officer, should attempt to determine if the animal making the noise is responding to some form of provocation due to taunting by persons or animals, prowler or possible safety issue within or around the source residence or neighborhood.
3. The term “reasonable attempt” means that an animal control officer, or a police officer, has physically visited the premises from which the animal disturbance noise complaint has generated and personally notified, or attempted to notify, the owner/keeper that an animal disturbance noise complaint has been received. If an animal control officer, or police officer, cannot find an owner/keeper on the premises to notify that an animal disturbance noise complaint has been received, the requirement of a reasonable attempt to do so has been satisfied if the officer leaves a warning notice of violation in a conspicuous place on the premises.
4. Upon receipt of a second identifiable complaint within 60 days of the last complaint from a person other than a first complainant who resides in a different residence, owns different property, or is employed at a different location than that of a first complainant, an animal control officer or police officer, after verification of receipt of the animal disturbance noise at the second location, and without further warning, shall issue a warning notice of infraction to the owner/keeper of the animal or animals causing the animal disturbance noise. If the identity of the animal owner or keeper cannot be determined by inquiry at the location or through investigation in the neighborhood of the incident, the owner of the property, as listed by the town assessor’s office, may be cited for allowing/providing the source of the violation. **A valid animal noise log, incident report and or petition must be returned by the complainant who has signed it, and then, he/she must agree to appear at any hearing held as a result of a citation or**

- In case of a second anonymous complaint, an animal control officer, or police officer, will be dispatched to the scene:
  - If the animal control officer or police officer hears animal(s) from the same property making nuisance noises, and it meets or exceeds the ordinance and,
  - Feels the noise may be a nuisance to the neighborhood, the officer will interview the neighbors to assess if the noise is a nuisance to at least two or more residents in the area and,
  - If two or more neighbors are bothered by the noise from the animal(s), the officer will speak to the owner, and,
  - If the evidence gathered from the neighbors supports a violation, one of the following shall be issued: warning notice, notice to comply, town ticket, and or a court summons will be issued
  - Fines range from \$50 - \$500 per offense depending on the jurisdiction
  - Complaint cases will close after 6 months, if there have been no further complaints or problems
  - Complainants may also pursue civil action of their own.

7. The observations of an animal control officer or police officer will satisfy the requirement for a second identifiable complaint without need for further warnings.

8. It is an affirmative defense under this section if:

- A). the animal was intentionally provoked by people or animals to make such a noise.
- b). the noise was made by live stock on land zoned for agriculture.
- c). the noise is exempt under other local town ordinances or state laws.

### General outline of violation process

1<sup>st</sup> Violation – Verbal notice with a copy of the town ordinance

2<sup>nd</sup> Violation – Written Warning with a copy of the town ordinance – also suggest ways of resolving problems

3<sup>rd</sup> Violation – Notice to comply –

4<sup>th</sup> Violation – Town Ticket ranging from \$50 - \$200

5<sup>th</sup> Violation – another town ticket or court summons

6<sup>th</sup> Civil summons to court depending on the evidence and circumstances

**The animal control officer or police officer has discretion on the above based on the actual case facts**

.

Example: steps can be skipped and case can be expedited if animal owner/keeper is not attempting to resolve the issue or if the animal owner is working hard but issues beyond their immediate control, example waiting for a silencer device or one that was ordered was not working and one is being resent etc. we can hold off on proceeding with another ticket or summons.

The violation of any provision of this chapter shall be a civil infraction. Unless matters in aggravation warrant a greater civil penalty, each violation shall be subject to a minimum penalty in the amount listed, plus any court costs assessed by the town of Raymond and or the Cumberland County district court. Town tickets are as follows:

1. First violation: \$50.00.
2. Second violation: \$100.00.
3. Third violation \$200.00
4. Fourth Violation \$300.00

Maximum fine \$500 per incident plus court fees

# **Town of Raymond**

## **Elected Official Recall and Appointment Ordinance**

- Section 1. **Petition for a Recall and Notice of Intention:** Registered voter of the Town of Raymond may at any time initiate a petition to recall an elected official of the Town by filing with the Town Clerk (hereafter “Clerk”) a Notice of Intention containing the name(s) and address(es) of the voters signing the Notice and designating the name and address of one such voter to receive notices from the Town. The affidavit must state the name of and the office held by the official sought to be recalled and must contain a statement of the reason or reasons for the proposed recall. Each voter must sign the Notice in the presence of a circulator. The circulator must sign the petition form(s) before a notary public or other person authorized to administer oaths under Maine law before submitting finished petition form(s) to the Clerk.
- If more than one elected official is sought to be recalled, a separate affidavit must be filed regarding each. Only one official can be named on each recall petition.
- Section 2. **Petition Forms:** Upon receipt of such Notice of Intent, the Clerk shall prepare and issue petition forms within three (3) business days to the person designated under Section 1 to receive notices. The petition forms prepared by the Clerk shall comply with the requirements of state and local law. Petition forms may be circulated by any registered voter of the Town of Raymond. The forms must include:
- A) At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk as outlined under Section 3.
  - B) Spaces for each voters signature, actual street address and printed name; and
  - C) Space at the bottom of the form for the name and address of the person circulating the petition form which must be signed before a notary public or other person authorized to administer oaths under Maine law before submitting finished petition form(s) to the Clerk. .
- The petition forms must be filed in the office of the Clerk during the normal business hours of the Clerk's office. In order to be accepted for filing, the petition forms must be assembled as one instrument and filed together at the same time. The Clerk shall make a notation on the first page of the petition of the date and time of the filing.
- If the deadline for filing the petitions falls on a Saturday, Sunday, or a holiday on which the Clerk's office is closed, the deadline for filing the petition is extended to the next day during which the Clerk's office is open for business.
- Section 3. **Collection and Submission of Signatures:** A petition form, as defined under Section 2, may be circulated or signed only by a registered voter of the Town of Raymond. A circulator of the petition form shall fill in the information required under Section 2, paragraph C and sign the form in front of a notary public or attorney prior to the submission of the form(s) or in front of the Clerk. The initiator of the petition, described under Section 1, shall collect the petition forms from all the circulators and submit the signed petition forms to the Town Clerk within 30 days of receipt of notice from the Clerk that the petition forms were available, see Section 2. Under Section 2, the Clerk may not accept a petition form submitted more than 30 days after sending notice of availability to the initiator, and any voter signatures on any such late form are invalid.
- Section 4. **Petition Certification and Notification:** For the forms submitted within 30 days after the date the Clerk issued the petition forms, the Clerk shall review the petition pursuant to Section 2. In making those determinations, the Clerk shall apply the following criteria:
- 1. If any individual petition form fails to comply with the requirements of Section 904, that particular petition form is invalid and signatures cannot be used.

2. If the affidavit of the circulator on any individual petition form has been altered or tampered with in any way, that particular petition form is invalid and signatures cannot be used.
3. If any voter has signed more than one petition form, that voter's name shall be counted only once.

If the Clerk determines that the petition is sufficient and contains the signatures of a number of registered voters of the Town equal to at least 10% of the number of votes cast in Raymond in the last gubernatorial election, the Clerk shall so certify the petition and immediately give written notice of the validity to the Board of Selectmen in writing and to the official sought to be recalled.

If the Town Clerk finds that the number of valid signatures submitted, as described under Section 3 does not meet the requirements for a petition per Section 4, the Town Clerk shall file the petition and the petition forms in the Clerk's Office and notify the initiator of the petition that the petition is insufficient but may be amended within 5 business days (days when the Town Clerk's office is normally open for business). After the date of such notice the circulator may file additional, supplementary petition forms, which shall be issued, circulated and filed in the same manner as the original petition. Supplementary petition forms shall be returned no later than 14 business days from date of notice. The Clerk shall review them in the same manner as the Clerk reviews an original petition. If the Clerk finds that the petition is still insufficient, the Clerk shall notify the Board of Selectmen, the initiator, and the official sought to be recalled in writing of that determination within 5 business days. That determination by the Clerk shall not prevent the filing of a new petition for the same purpose.

Upon receipt of notice of determination, the official sought to be recalled may submit his or her resignation in writing to the Board of Selectmen, as applicable, in which case the position shall become vacant as of the date of the written resignation and shall be filled pursuant to Section 9, as applicable.

Section 5. If the official sought to be recalled does not resign from the office within 10 business days of receiving the certification of petition pursuant to Section 4, the Board of Selectmen shall proceed to call and conduct a recall election to determine if the official should be recalled. Upon receipt of the certification of sufficiency and validity from the Clerk, the Board of Selectmen shall call a public hearing to be held within 30 days of the date of the Clerk's certification. Notice of the public hearing shall be given in the same fashion as notice of proposed ordinances.

After the public hearing, the election must be held no less than 45 days nor more than 85 days after certification of the petition per Section 4 unless a regular municipal election is scheduled within 90 days of the certification of the petition, in which case the recall election must be held on the date of the regular municipal election. If the Board of Selectmen fail to schedule a public hearing and/or recall election within 15 days of the certification of the petition, the Town Clerk shall schedule either pursuant to the date requirements of this section.

Section 6. **Ballots for Recall Election:** The ballot question for a recall election shall be substantially as follows:

"Do you authorize the recall of [name of elected official] from the position of [name of position]?"  
( ) Yes ( ) No"

Section 7. **Results of Recall Election:** Within 2 business days of the recall election, described under Section 5, the Town Clerk shall certify and record the election results and notify the Board of Selectmen of those results. If a majority of the voters voting in the recall election vote in the affirmative, the official shall be recalled effective the date of the results provided that the total number of votes cast for and against the question exceeds the number of registered voters of the Town equal to at least 10% of the number of votes cast in Raymond in the last gubernatorial election.

Section 8. An official sought to be recalled and who has not resigned pursuant to Section 4 shall continue to perform the duties of the office until the Board of Selectmen certifies the results of the recall election. If the official is recalled, the office shall become vacant immediately upon certification of the results of the election and shall be filled in accordance with Section 9.



- Section 9. **Filling Vacancies: Pursuant to MRSA Title 30-A, §2602:** after the results have been certified by the Board of Selectmen, the Clerk must prepare and call a special election within 30-45 days of that certification if there is not already a regularly scheduled election within 90 days of certification unless the conditions are met described under Section 10.
- Section 10. The Town of Raymond office of an elected official shall be deemed vacant under one or more of the following conditions:
- A) Nonacceptance;
  - B) Resignation;
  - C) Death;
  - D) Removal from the municipality;
  - E) Permanent disability or incompetency;
  - F) Failure to qualify for the office within 10 days after written demand by the municipal officers; or
  - G) Failure of the municipality to elect a person to office.
- Section 11. If the Clerk believes one or more of the above criteria are met, the Clerk shall in writing inform the Board of Selectmen and notify the affected elected official (unless deceased). A vacancy shall be declared if the Board of Selectmen determines by a majority vote of the members present that one or more of the above criteria are met.
- Section 12. Following solicitation of interested candidates pursuant to MRSA §2625, vacancies in the office not withstanding any previous actions, except for vacancies in the school board and those as the result of a recall, shall be filled by the Board of Selectmen through appointment of a registered voter residing in the Town of Raymond and at least 18 years of age. The Board of Selectmen shall confirm the appointment by a majority vote of the Board members. The appointed official shall serve until the next regularly scheduled Town election and a successor is elected and sworn. Said successor shall serve the balance of the term.

## **PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE.**

### **PREAMBLE**

WHEREAS, the 124<sup>th</sup> Maine Legislature has enacted Public Law 2009, Chapter 591, “An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act”; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy (“PACE”) Ordinance to establish a PACE program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the City/Town, financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE program; and

WHEREAS, the Town of Raymond wishes to establish a PACE program; and

NOW THEREFORE, the Town of Raymond hereby enacts the following Ordinance:

### **ARTICLE 1 – PURPOSE AND ENABLING LEGISLATION**

#### **A. Purpose**

By and through this Ordinance, the Town of Raymond declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Property Assessed Clean Energy (“PACE”) program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the Town. The Town declares its purpose and the provisions of this Ordinance to be in conformity with federal and State laws.

#### **B. Enabling Legislation**

The Town enacts this Ordinance pursuant to Public Law 2009, Chapter 591 of the 124<sup>th</sup> Maine State Legislature -- “An Act To Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act” (codified at 35-A M.R.S.A. § 10151, *et seq.*).

## **ARTICLE 2 – TITLE AND DEFINITIONS**

### **A. Title**

This Chapter/Ordinance shall be known and may be cited as “the Town of Raymond Property Assessed Clean Energy (PACE) Ordinance” (the “Ordinance”).”

### **B. Definitions**

Except as specifically defined below, words and phrases used in this Chapter/Ordinance shall have their customary meanings; as used in this Chapter/Ordinance, the following words and phrases shall have the meanings indicated:

1. Energy saving improvement. “Energy saving improvement” means an improvement to qualifying property that is new and permanently affixed to qualifying property and that:
  - a. Will result in increased energy efficiency and substantially reduced energy use and:
    - 1) Meets or exceeds applicable United States Environmental Protection Agency and United States Department of Energy Energy Star program or similar energy efficiency standards established or approved by the Trust; or
    - 2) Involves air sealing, insulating, and other energy efficiency improvements of residential, commercial or industrial property in a manner approved by the Trust; or
  - b. Involves a renewable energy installation or an electric thermal storage system that meets or exceeds standards established or approved by the trust.
2. Municipality. “Municipality” shall mean the Town of Raymond.
3. PACE agreement. “Pace agreement” means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.
4. PACE assessment. “PACE assessment” means an assessment made against qualifying property to repay a PACE loan.
5. PACE district. “Pace district” means the area within which the Municipality establishes a PACE program hereunder, which is all that area within the Municipality’s boundaries.

6. PACE loan. “PACE loan” means a loan, secured by a PACE mortgage, made to the owner(s) of a qualifying property pursuant to a PACE program to fund energy saving improvements.
7. PACE mortgage. “PACE mortgage” means a mortgage securing a loan made pursuant to a PACE program to fund energy saving improvements on qualifying property.
8. PACE program. “PACE program” means a program established under State statute by the Trust or a municipality under which property owners can finance energy savings improvements on qualifying property.
9. Qualifying property. “Qualifying property” means real property located in the PACE district of the Municipality.
10. Renewable energy installation. “Renewable energy installation” means a fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, landfill gas to energy systems, geothermal systems, wind systems, wood pellet systems and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.
11. Trust. “Trust” means the Efficiency Maine Trust established in 35-A M.R.S.A. § 10103 and/or its agent(s), if any.

## **ARTICLE 3 – PACE PROGRAM**

### **A. Establishment; funding.**

The Municipality hereby establishes a PACE program allowing owners of qualifying property located in the PACE district who so choose to access financing for energy saving improvements to their property through PACE loans administered by the Trust or its agent. PACE loan funds are available from the Trust in municipalities that 1) adopt a PACE Ordinance, 2) adopt and implement a local public outreach and education plan, 3) enter into a PACE administration contract with the Trust to establish the terms and conditions of the Trust’s administration of the municipality’s PACE program, and 4) agree to assist and cooperate with the Trust in its administration of the municipality’s PACE program.

### **B. Amendment to PACE program.**

In addition, the Municipality may from time to time amend this Ordinance to use any other funding sources made available to it or appropriated by it for the express purpose of its PACE

program, and the Municipality shall be responsible for administration of loans made from those other funding sources.

## **ARTICLE 4 – CONFORMITY WITH THE REQUIREMENTS OF THE TRUST**

### **A. Standards adopted; Rules promulgated; model documents.**

If the Trust adopts standards, promulgates rules, or establishes model documents subsequent to the Municipality's adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the Municipality shall take necessary steps to conform this Ordinance and its PACE program to those standards, rules, or model documents.

## **ARTICLE 5 – PROGRAM ADMINISTRATION; MUNICIPAL LIABILITY**

### **A. Program Administration**

1. PACE Administration Contract. Pursuant to 35-A M.R.S.A. §10154(2)(A)(2) and (B), the Municipality will enter into a PACE administration contract with the Trust to administer the functions of the PACE program for the Municipality. The PACE administration contract with the Trust will establish the administration of the PACE program including, without limitation, that:
  - a. the Trust will enter into PACE agreements with owners of qualifying property in the Municipality's PACE district;
  - b. the Trust, or its agent, will create and record a Notice of the PACE agreement in the appropriate County Registry of Deeds to create a PACE mortgage;
  - c. the Trust, or its agent, will disburse the PACE loan to the property owner;
  - d. the Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;
  - e. the Trust, or its agent, will be responsible for collection of the PACE assessments;
  - f. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;
  - g. the Trust or its agent on behalf of the Municipality, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.
2. Adoption of Education and Outreach Program. In conjunction with adopting this Ordinance, the Municipality shall adopt and implement an education and outreach program so that citizens of the Municipality are made aware of home energy saving

opportunities, including the opportunity to finance energy saving improvements with a PACE loan.

3. Assistance and Cooperation. The Municipality will assist and cooperate with the Trust in its administration of the Municipality's PACE program.
4. Assessments Not a Tax. PACE assessments do not constitute a tax but may be assessed and collected by the Trust in any manner determined by the Trust and consistent with applicable law.

**B. Liability of Municipal Officials; Liability of Municipality**

1. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE program, including, without limitation, claims for or related to uncollected PACE assessments.
2. Other than the fulfillment of its obligations specified in a PACE administration contract with the Trust entered into under Article V, §1(A) above, a municipality has no liability to a property owner for or related to energy savings improvements financed under a PACE program.