

SELECTMEN'S MEETING e-Packet List of Files May 5, 2009

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BOARD OF SELECTMEN

AGENDA Tuesday, May 5, 2009 7:00 p.m. JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated April 7, 2009
- 3) New business.

a) Interview / appointment to Planning Board - Candidate Bruce Sanford

b) Application for hot dog peddler cart – John Bagley/Wendy Corbin

c) Update on swine flu readiness - Assistant Chief Bruce Tupper

d) Consideration of abatements - Contract Assessor Michael O'Donnell

e) Schedule of next valuation update – Contract Assessor Mike O'Donnell

f) Consideration of request from Crown Castle to extend leasing contract - Finance Director Nancy Yates

g) Consideration of Quit Claim Deed - Selectmen

h) 2009 Annual Town Meeting Warrant (6/2 Annual Town Meeting; 6/9 Budgetary Referendum and town elections; 6/9 RSU Referendum) – Town Clerk Louise Lester

4) Old (unfinished) business.

a) Executive Session – Consultation with Code Enforcement Officer on pending enforcement matters as authorized under 1 M.R.S.A. § 405(6) (H)

- d) Discussion of Scholarship funding awards Town Clerk Louise Lester
- 5) Town Manager Report and Communications.

a) none

6) Fiscal Warrants - Payroll and Appropriation Warrants - May 5, 2009.

7) Adjournment.

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

Board of Selectmen Agenda May 5, 2009

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BOARD OF SELECTMEN

AGENDA SUMMARY Tuesday, May 5, 2009 7:00 p.m. JSMS Broadcast Studio

SELECTMEN'S MEETING

1) Call to order.

2) Minutes of previous meeting dated April 7, 2009

3) New business.

a) Interview / appointment to Planning Board - Candidate Bruce Sanford

Attached you will find a memo from Planning Board Secretary Karen Strout regarding the application of Bruce Sanford to serve on the Planning Board. His initial application is also enclosed. Mr. Sanford has been invited to the meeting, however because of a previous commitment will not be at the meeting 7 p.m. He asks that you take this item out of order, after he has arrived. He indicated that would be at approximately 8:15 pm.

b) Application for hot dog peddler cart – John Bagley/Wendy Corbin

An application has been received for a peddler's cart to be run at the Brake & Exhaust Shop. Approval has been noted from owner Randy Moses. Mr. Bagley and Ms. Corbin have been invited to the meeting.

c) Update on swine flu readiness – Assistant Chief Bruce Tupper

Assistant Chief Bruce Tupper is planning to attend this meeting to discuss the town's readiness for a possible outbreak of the swine flu in Raymond. Information that he has shared is already on the front page of the Raymond website and preparations are being made to put this information on the town's cable station.

d) Consideration of abatements - Contract Assessor Michael O'Donnell

Contract Assessor Michael O'Donnell has a short list of abatements for your review. Mr. O'Donnell is planning to attend the meeting to answer any questions you may have.

e) Schedule of next valuation update – Contract Assessor Michael O'Donnell

Contract Assessor Michael O'Donnell has requested time on the agenda to discuss the schedule of the next Raymond valuation. No information regarding this item was submitted beforehand.

f) Consideration of request from Crown Castle to extend leasing contract - Finance Director Nancy Yates

The Selectmen may take items out of order at their discretion.Board of Selectmen Agenda SummaryPaaeMay 5, 2009Paae

Paae 1 of 2

Finance Director Nancy Yates has prepared a memo to detail the request and will explain staff recommendations at the meeting.

g) Consideration of Quit Claim Deed - Selectmen

Deputy Tax Collector Sue Carr has prepared a quit claim deed for Martin & Lucinda Krauter pertaining to Map 10, Lot 17. All back taxes, interest and lien costs have now been paid.

h) 2009 Annual Town Meeting Warrant (6/2 Annual Town Meeting; 6/9 Budgetary Referendum and town elections; 6/9 RSU Referendum) – Town Clerk Louise Lester

The Warrant and Referendums are attached to this e-packet and Town Clerk Louise Lester is prepared to go over this information.

4) Old (unfinished) business.

a) Executive Session – Consultation with Code Enforcement Officer on pending enforcement matters as authorized under 1 M.R.S.A. § 405(6) (H)

Code Enforcement Office Will Cook has indicated he plans to attend this meeting.

d) Discussion of Scholarship funding awards - Town Clerk Louise Lester

The deadline for Scholarship submissions is May 1, 2009 at 4:00 p.m. which will be too late for inclusion in the e-packet. Town Clerk Louise Lester will compile this information and forward it to you separately.

5) Town Manager Report and Communications.

a) none

6) Fiscal Warrants – Payroll and Appropriation Warrants – May 5, 2009.

7) Adjournment.

The Selectmen may take items out or	f order at their discretion.
Board of Selectmen Agenda Summary	Page 2 of 2
May 5 2000	1 440 2 61 2



Memorandum

Date:April 14, 2009To:Select Board; Town Manager Don WillardFrom:Karen G. Strout, Planning Board SecretaryRe:Appointment to Planning Board

At their April 8th meeting the Planning Board reviewed an application that had been submitted to the Town Clerk, Louise Lester, for a vacancy on the Planning Board. The Planning Board voted unanimously to send a positive recommendation to the Selectboard, and ask that they consider appointing Bruce Sanford to fill that position.

Presently there is only one vacancy and this is for a term ending June 30, 2011.

The Planning Board would like to have you consider this candidate at your May 5^{th} meeting.

Attached is the application which was submitted by Bruce Sanford to the Town Clerk.

Subject: FW: Data posted to form 1 of http://www.raymondmaine.org/committees/technology/web committee/volunteer_form.htm From: "Louise Lester" <louise.lester@raymondmaine.org> Date: Fri, 27 Mar 2009 12:37:56 -0400 To: <karen.strout@raymondmaine.org>

Louise H. Lester, Town Clerk Town of Raymond 401 Webbs Mills Rd Raymond, Maine 04071 207-655-4742 ext. 21 Louise.lester@raymondmaine.org

----Original Message-----From: webl@raymondmaine.dmz [mailto:webl@raymondmaine.dmz] Sent: Friday, March 27, 2009 11:00 AM To: louise.lester@raymondmaine.org Subject: Data posted to form 1 of http://www.raymondmaine.org/committees/technology/web committee/volunteer form.htm

*** Appeals Board: One Raymond Steering Committee: Board of Assessment Review: ON Planning Board: Cable TV Committee: Raymond Recreation Association: Cemetery Committee: Recycling Committee: Conservation Commission: Route 302 Beautification Committee: Comprehensive Plan Implementation Committee: Tassel Top Park Board of Directors: Elections Ballot Clerk: Technology Committee: Town Office/Library Building Committee: Bruce Sanford Name: 222 Mountain Road, Raymond ME Mailing: 04071 207.627.6049 H 207.627.4099 0 Telephone: Occupation: construction consultant (self employed dba Conestco) conestco@fairpoint.net email: Flexible_schedule:
familiar_w_comp_plan: sure not particularly, but that won't stop me from educating myself Submit B1:

Interest:

served on Planning Board 2000 thru 2002, heard there was an open seat and was interested in serving again on town committee

Contributions:

construction professional for over 25 years, well schooled in civil, structural, architectural, MEP construction materials and methods and how to tie projects together nto understandable package

4/28/2009 3:25 PM

1 of 2

FW: Data posted to form 1 of http://www.raymondmaine.org/commi...

Talents_Skills:

facilitator, team player, good listener with empathetic overall viewpoint of life and community and other's views regarding same

Responsibility_of_board_chosen:

ascertain that development within the Town follows planning guideline parameters correctly

Volunteer_experience:

Pittsfield town council district representative 1987 thru 89, Raymond planning board 2000-2002, Raymond committees 1998 thru 2002 (Rt 302 redevelopment, fire station planning, comprehensive planning)

Interets comments:

2 of 2

I don't know what the mixture is of current planning board members vis a vis construction related versus on-professional ... I can certainly bring an observational viewpoint of a construction pro to the board that balances private interests versus adherence to the benefits of the public through planned development

20090414BOS.Sanford.pdf

4/28/2009 3:25 PM

Town of Raymond 401 Webbs Mills Road Raymond, Maine 04071 207-655-4742

Date of Application: $4/35$, 2009
Applicant Name: John Bagley/Wendy Corbin
Address: 148 Vogel Rd (JUST KETURNED TO RAYMOND)
Raymond ME 04071
Email Address: build with concrete & Yahoo, com
Phone Number:
Description: weight 180 eye color Blue hair Brown
Address where business is to be located: 1219 Rosevelt Tr
Map Lot
Owner of Property: RANDY MOSES, BReak - Exhaust
Nature of business and goods to be sold: <u>Hot dogs</u>
Name of Address of Employer:
0
(Please include proof of employment.)
Length of time license is desired: Vear
Description of vehicle or stand: Mobile Hotdog Cart

Names of at least 2 reliable property owners who will certify as to the applicant's good character and business responsibility. TOWY $S \in W \in L \subseteq$

Name:	Deck and	Dock	Shop	Address/Phone:	655-4721	
Name:	Randy	Moses	Mufler S	Address/Phone:	653-3155	

Town of Raymond Peddler's License Application

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FEE: \$500.00	\wedge				
Signature of applican	t: Galue Bar	yley	Date:	4/25	, 20 <u>0</u> 9
	of intent and permissio	• •			
NOTE: Proof of insu	rance must be attached	l.			
NOTE: Photo ID of	applicant must be attach	hed.			
Limiting conditions:					
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	License Application				Page 2 d

I Randy Moses Give, am in business with John Bagley C 1219 Rosevelt Tr, Raymond Maine. We will be operating a Mobile Vending Carte my property nd -05 24-Jalin Bag 4/24/09

TOWN OF RAYMOND Assessing Office

401 Webbs Mills Road Raymond, Maine 04071 Phone 207.655.4742 x51 Fax 207.655.3024 assessor@raymondmaine.org

The following 7 abatements have been decided by the Raymond Board of Assessors.

Ab #Acct# Map Lo	t Sub	Owner Reason	Year Ta	xed Value Aba	ated Value	Abated Tax
24 M6011R '008 '11	2 000	Page, Martha & Daniel corrected acreage	2008	246,000	\$3,000	32.40
25 B0341R '005 '01	6 A 00	Bartholomew, Ralph changed building classification	2008	335,990	\$54,200	585.36
26 D0015R '018 '02	9 B00	D'Allesandro, Joseph & Ihomestead and veteran exemption	2008	297,200	\$18,430	199.04
27 B0270R '013 '07	3 F00	Bagley, John home is incomplete and shows heavy wear	2008	337,300	\$79,300	856.44
28 W7007R 004 00	5 000	Wilmot, Abram Homestead exemption 2007 & 2008	2007 & 2008		\$25,610	304.33
29 C8006R "004 '07	9 '000	Chapin, Susan & Robert Sale price and two appraisals below assmt	2008	700,090	\$48,900	528.12
30 E6006R '011 '04	2 '017	Manoush, Kim & John fix sketch and completion percentage	2008	563,170	\$24,800	267.84
				Tota	al	2,773.53
				All 2	2008	14,321.77

Voted by the Raymond Assessors on:

Page 1 of 1



401 Webbs Mills Road Raymond, Maine 04071 207-655-4742

04/29/2009

To: Raymond Board of Selectmen From: Nancy Yates, Finance Director

Please find attached a letter from Crown Castle seeking an extension of their lease of the cell tower site off Elizabeth Avenue. Their wish is to extend the lease for at least another 20 years. This is to enable them to offer a long-term, and thus more attractive, contract to wireless carriers. This, in turn, will be beneficial to the town, resulting in a continued revenue stream.

Also attached is a copy of the 2000 contract with Verizon Wireless, which was assigned to Crown Castle in August 2000, and a breakdown of the current lease payment of \$3100.10 per month. The current base ground rent of \$1181.96 has a 5% per year escalator, and there are 3% escalators on the rents received from T-Mobile and AT&T. No escalator is shown for US Cellular and that was questioned, but at the time of this writing, no answer has been received. As the anchor tenant, Verizon has no escalator, but if it installs additional equipment, the ground rent increases.

As part of the current lease, Crown Castle carries liability insurance on the property and pays taxes of \$2246.40 (FY2008-2009) on the property.

If the Selectmen are interested in extending the lease, further discussions with Crown Castle may commence.



April 16, 2009

Town of Raymond C/O Nancy Yates 401 Webbs Mill Rd. Raymond, ME 04071

RE: Business Unit: # 816709

Site Name: Raymond

Dear Nancy:

The purpose of this letter is to notify you that Crown Castle is interested in continuing our relationship with you by extending the Lease. Our wish is to extend the Lease for an additional twenty (20) years. Therefore, upon expiration of the final lease renewal term, the lease shall be renewed for four (4) additional terms of five (5) years each

Although there are several years remaining on your lease, **Crown Castle urgently needs to extend your lease now**. The wireless carriers design and build their networks based on demand for coverage in a geographic area, so each site becomes an integral part of their network. When the remaining term of the ground lease drops below 30 years, Crown Castle may have difficulty obtaining new customers. In other words, Crown Castle needs a minimum of 30 years on every lease in order to operate our business at an optimal level, and would prefer to extend each lease well beyond the 30 year minimum. This will help to ensure that each tower remains profitable and intact for the long term.

This option is for discussion purposes only, contingent upon financial approval, and the satisfactory completion of due diligence by Crown Castle.

If you have any questions regarding this letter or the Lease, please do not hesitate to contact me at the (941) 308-5218.

Crown Castle looks forward to a long and mutually beneficial relationship.

Sincerely,

Carter Sanderford Crown Castle International 301 N. Cattlemen Road, Suite 200 Sarasota, Florida 34232 carter.sanderford@crowncastle.com 301 North Cattlemen Road Suite 200 Sarasota, FL 34232 Tel: 941 308.5218 Fax: 724 416.6457 www.crowncastle.com

816709 Payment Breakdown

Payment Amour E	Escalation Escalation Index	Escalation Min	Escalation Max	Next Month	Next Year
300.00	NONE				
ULAR 387.38	12 CPIW	0	0	May	2010
ent 1181.96	12 FIXED	0.05	0.05	July	2009
E 370.43	12 CPIW	0.03	0	September	2009
911.33	12 FIXED	0.03	0.03	July	2009
	N 300.00 ULAR 387.38 Rent 1181.96 E 370.43	N 300.00 NONE ULAR 387.38 12 CPIW Rent 1181.96 12 FIXED E 370.43 12 CPIW	N 300.00 NONE ULAR 387.38 12 CPIW 0 Rent 1181.96 12 FIXED 0.05 E 370.43 12 CPIW 0.03	N 300.00 NONE ULAR 387.38 12 CPIW 0 0 Rent 1181.96 12 FIXED 0.05 0.05 E 370.43 12 CPIW 0.03 0	N 300.00 NONE ULAR 387.38 12 CPIW 0 0 May tent 1181.96 12 FIXED 0.05 0.05 July E 370.43 12 CPIW 0.03 0 September

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (the "Lease") made as of the <u>6</u> 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

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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. <u>Term: Renewals</u>. 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. <u>Base Rent</u>. 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 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

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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.

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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. <u>Additional Rent.</u> 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. <u>Utilities: Taxes and Maintenance Costs</u>. 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. <u>Conduct of Business by Lessee</u>. 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. <u>Signs, Fixtures, Alterations</u> (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

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

As of the date of this Lease, Lessee has built or installed and maintains on the Site (c) 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 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. <u>Maintenance of Leased Premises</u>. 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

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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 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.

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ARTICLE X. <u>Off-Set Statement.</u> (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.

Upon request of Lessor, Lessee will subordinate its rights hereunder to the lien of (b) 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.

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(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. <u>Governmental Regulations</u>. 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. <u>Destruction or Condemnation</u>. 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. <u>Default of the Lessee</u>. 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

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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. <u>Access of Lessor</u>. 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. <u>Successors</u> 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. <u>Holdover.</u> 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. <u>Waiver</u>. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not he deemed to be a waiver of such term, covenant

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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. <u>Notices.</u> 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. <u>Right to Terminate</u>. 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. <u>Survey.</u> 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. <u>Other Land</u>. 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.

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ARTICLE XXIV. INTENTIONALLY OMITTED

ARTICLE XXV. <u>Captions and Article Numbers</u>. 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. <u>Memorandum of Lease</u>. 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. <u>Severance</u>. 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. <u>Lessor and Lessee Defined</u>, <u>Use of Pronoun</u>. 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. <u>Final Resolution</u>. 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. <u>Relocation by Lessor</u>. 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.

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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

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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 fiveyear 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.

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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:

Arnah Souly

LESSEE:

THE TOWN OF RAYMOND

By: Print Name: Nathan Its: Town Manager

PORTLAND CELLULAR PARTNERSHIP, d/b/a VERIZON WIRELESS

By: CELLCO PARTNERSHIP,

general partner Bv

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

CONSENT OF SUBTENANT

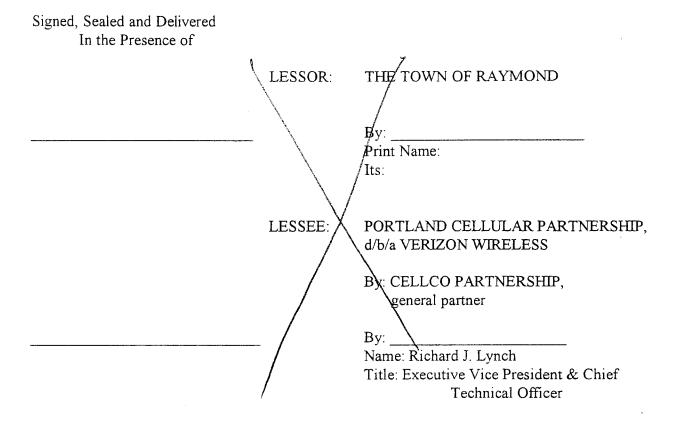
Atlantic Cellular Telephone of Delaware, LLC, as subtenant under a sublease with Portland Cellular Partnership dated November 28, 1997 (the "Sublease") relating to the above-referenced Site, hereby acknowledges its consent to the terms of the foregoing Lease between the Town of Raymond as Lessor and 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.

AT ANTIC CELLULAR TELEPHONE OF DELÀWARE, LLC By: Print Name Its:

P:\RP\PRTDCELL\Raymond\lease9.wpd

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



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 CELLUNAR TELEPHONE OF DELAWARE, LLC Print Name: Thayer S. Its: System Dovelopme.

 $P: RP`PRTDCELL \ Raymond \ lease 9. wpd$

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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.

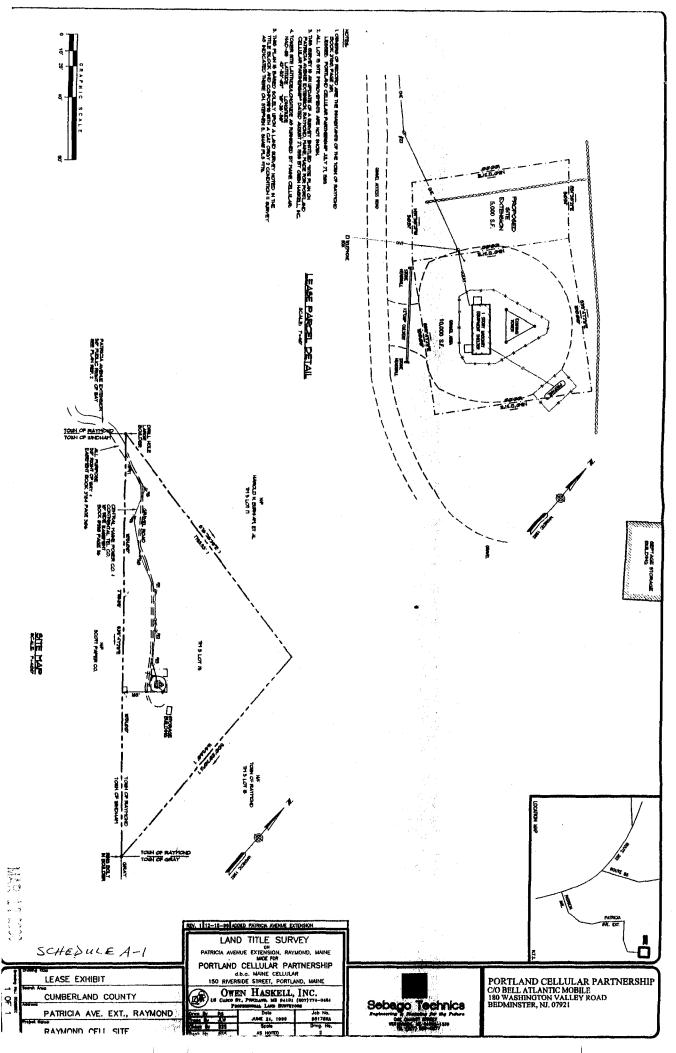
Meaning and intending to describe a lot or parcel of land containing a 15,000 square feet, more or less. For further reference to the overall lot, see deed to the Inhabitants of the Town of Raymond, recorded in Book 3780, Page 201 at the Cumberland County Registry of Deeds.

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.

P:\RP\PRTDCELL\Raymond\ScheduleA.wpd

Lease Parcel 1-

88000





Town of Raymond 401 Webbs Mills Rd Raymond Me 04071

207-655-4742

Fax: 655-3024

APRIL 30, 2009

Board of Selectman,

Several years back the Town of Raymond foreclosed on the property located at 63 Sloans Cove Road account # K1120R. On April 15, 2009 taxes, interest, and lien costs were paid in full and are now up to date needing a Quitclaim.

Thanks,

Sue Con

Sue Carr Deputy Tax Collector

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to <u>KRAUTER MARTIN, KRAUTER LUCINDA</u> in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map <u>10</u>, Lot <u>17</u>

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map <u>10</u>, Lot <u>17</u> in the name of KRAUTER MARTIN, KRAUTER LUCINDA and recorded in said Registry of Deeds.

 BK 23124
 PG 45
 BK 24372
 PG 9
 BK 25536
 PG 206

By:

BK 26335 PG 323

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by MARK GENDRON, DANA DESJARDINS, MIKE REYNOLDS, JOSEPH BRUNO AND LAWRENCE TAYLOR thereto duly authorized, this _____ day of _____, 2008.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

MARK GENDRON, Selectman

DANA DESJARDINS, Selectman

MIKE REYNOLDS, Selectman

JOSEPH BRUNO, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE CUMBERLAND, SS.

Personally appeared the above named <u>Mark Gendron, Dana Desjardins, Mike Reynolds,</u> <u>Joseph Bruno, and Lawrence Taylor</u> aforesaid Selectmen, known to me, this _____ day of _____, 2008 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

TO: Michael Duffy, a resident of Regional School Unit No. 14. In the name of the State of Maine you are hereby required to notify the voters of the Town of Raymond of the Public Hearing described in this Notice of Public Hearing.

TO: THE VOTERS OF THE TOWN OF RAYMOND:

Take notice that the Regional School Unit Board of Regional School Unit No. 14 shall conduct a Public Hearing in accordance with the following schedule:

Date	Time	Location of Public Hearing
May 27, 2009	6:00 P.M.	Windham High School, 406 Gray Road, Windham

The Public Hearing shall be conducted on the following article which will be the subject of a referendum vote on June 9, 2009.

- Article 2: Shall the School Board of Regional School Unit No. 14 (the "Region") be authorized to issue bonds and other evidences of indebtedness in the name of the Region in an amount not to exceed \$522,720 through the State of Maine's zero interest rate/loan forgiveness Revolving Renovation Fund Program to renovate, improve and repair Region schools, including roof and related structural elements at Windham Middle School and fire alarm and communication systems at Windham High School, Windham Middle School and Windham Middle School-Field Allen?
 - A. <u>Loan Forgiveness</u>: The State of Maine will forgive 56.91% (up to \$297,480) of the total approved loan amount.
 - B. <u>Interest Free Loan</u>. The Town will be obligated to repay 43.09% (up to \$225,240) of the total loan amount over a five year term. The State of Maine has agreed to lend these funds and to permit repayment at zero interest.

The School Board recommends a "YES" vote on Article 2.

Signed and dated at Windham, on April 29, 2009.

Majority of the Regional School Unit Board of Regional School Unit No. 14

A true copy of the Notice of Public Hearing, attest:

Michael Duffy, Resident of Regional School Unit No. 14

WARRANT AND NOTICE OF ELECTION TO CALL SCHOOL ADMINISTRATIVE REGION REFERENDUM (20-A M.R.S.A. §§1501-04)

TO: Michael Duffy, a resident of Regional School Unit No. 14, composed of the Towns of Raymond and Windham, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the Regional School Unit No. 14, namely, the Towns of Raymond and Windham, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers, who shall post the following warrant and notice of election:

TOWN OF RAYMOND REGION REFERENDUM WARRANT AND NOTICE OF ELECTION

Cumberland ss.

State of Maine

TO: Louise Lester, Town Clerk of Raymond: you are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF RAYMOND:

You are hereby notified that a Region referendum election will be held at Jordan Small Middle School Gymnasium, 423 Webbs Mills Road in the Town of Raymond at 7:00 A.M. on June 9, 2009 for the purpose of determining the following articles:

<u>Article 1</u>: To choose a moderator to preside at said meeting.

- Article 2: Shall the School Board of Regional School Unit No. 14 (the "Region") be authorized to issue bonds and other evidences of indebtedness in the name of the Region in an amount not to exceed \$522,720 through the State of Maine's zero interest rate/loan forgiveness Revolving Renovation Fund Program to renovate, improve and repair Region schools, including roof and related structural elements at Windham Middle School and fire alarm and communication systems at Windham High School, Windham Middle School and Windham Middle School-Field Allen?
 - A. <u>Loan Forgiveness</u>: The State of Maine will forgive 56.91% (up to \$297,480) of the total approved loan amount.

B. <u>Interest Free Loan</u>. The Town will be obligated to repay 43.09% (up to \$225,240) of the total loan amount over a five year term. The State of Maine has agreed to lend these funds and to permit repayment at zero interest.

The School Board recommends a "YES" vote on Article 2.

The voting on Article 2 shall be by secret ballot referendum. The polls will be opened immediately after the election of the Moderator following commencement of the meeting at 7:00 A.M. and closed at 8:00 P.M.

The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election. 29 Given under our hand this day, April 18, 2009 at Raymond, Maine.

A majority of the Regional School Unit Board of Regional School Unit No. 14

A true copy of the Warrant and Notice of Election, attest

Michael Duffy

Regional School Unit No. 1/4

Countersigned this day of , 2009 at Raymond, Maine.

A majority of the municipal officers of the Town of Raymond

A true copy of the Warrant and Notice of Election, attest:

Louise Lester, Town Clerk Town of Raymond Cumberland County, ss.

State of Maine

TO: The Regional School Unit Board of Regional School Unit No. 14 , 2009

Pursuant to the within warrant and notice of election, directed to me, I have served in hand upon the municipal clerk of the Town of Raymond, an attested copy of this warrant and notice of election, directing the municipal officers of said Town to call a Region referendum at said time and place and for the purposes therein stated.

Michael Duffy Resident of Regional School Unit No. 14

RETURN

Cumberland County, ss.

State of Maine

TO: The municipal officers of the Town of Raymond

I certify that I have notified the voters of the Town of Raymond of the time and place of the Region referendum by posting an attested copy of the within warrant and notice of election as follows:

DATE	TIME	LOCATION OF POSTING
		·

being public and conspicuous places in said town and being at least seven days next prior to election day.

Dated at the Town of Raymond: _____, 2009

Louise Lester, Town Clerk Town of Raymond, Maine

WARRANT TO CALL REGIONAL SCHOOL UNIT NO. 14 BUDGET MEETING (20-A M.R.S.A. §1485)

TO: Michael Duffy, a resident of Regional School Unit No. 14 (the "Regional School Unit") composed of Raymond and Windham, State of Maine.

In the name of the State of Maine, you are hereby required to notify the voters of each of the municipalities within Regional School Unit No. 14, namely, Raymond and Windham, that a Regional School Unit Budget Meeting will be held at Windham High School, 406 Gray Road, Windham, Maine at 6:00 P.M. on May 27, 2009 for the purpose of determining the Budget Meeting articles set forth below.

ARTICLE 1A: To elect a moderator to preside at the meeting.

ARTICLES 1 THROUGH 11 AUTHORIZE EXPENDITURES IN COST CENTER CATEGORIES

ARTICLE 1: To see what sum the Regional School Unit will be authorized to expend for Regular Instruction.

Regional School Unit Board Recommends \$13,942,022.67

ARTICLE 2: To see what sum the Regional School Unit will be authorized to expend for Special Education.

Regional School Unit Board Recommends \$6,212,371.60

ARTICLE 3: To see what sum the Regional School Unit will be authorized to expend for Career and Technical Education. Regional School Unit Board Recommends \$411,668.78

ARTICLE 4: To see what sum the Regional School Unit will be authorized to expend for Other Instruction.

Regional School Unit Board Recommends \$801,710.28

ARTICLE 5: To see what sum the Regional School Unit will be authorized to expend for Student and Staff Support.

Regional School Unit Board Recommends \$2,922,703.63

ARTICLE 6: To see what sum the Regional School Unit will be authorized to expend for System Administration. Regional School Unit Board Recommends \$1,046,776.39

ARTICLE 7: To see what sum the Regional School Unit will be authorized to expend for School Administration. **Regional School Unit Board Recommends \$1,890,562.59** **ARTICLE 8:** To see what sum the Regional School Unit will be authorized to expend for Transportation and Buses.

Regional School Unit Board Recommends \$2,182,673.96

ARTICLE 9: To see what sum the Regional School Unit will be authorized to expend for Facilities Maintenance.

Regional School Unit Board Recommends \$4,094,794.74

ARTICLE 10: To see what sum the Regional School Unit will be authorized to expend for Debt Service and Other Commitments. **Regional School Unit Board Recommends \$3,564,553.33**

ARTICLE 11: To see what sum the Regional School Unit will be authorized to expend for All Other Expenditures.

Regional School Unit Board Recommends \$330,821.36

ARTICLES 12 THROUGH 14 RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET

ARTICLE 12: To see what sum the Regional School Unit will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and to see what sum the Regional School Unit will raise and assess as each municipality's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688. **Recommended amounts set forth below:**

Total Appropriated (by municipality):	Total raised (and Regional School Unit assessments by municipality):		
Town of Raymond: \$7,314,745.82	Town of Raymond: \$6,691,685.00		
Town of Windham: \$26,606,423.42	Town of Windham: \$11,749,465.00		
School Regional School Unit Total	School Regional School Unit		
Appropriated	Total Raised:		
(Sum of above) \$33,921,169.24	(Sum of above) \$18,441,150.00		

Explanation: The Regional School Unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that the Regional School Unit must raise and assess in order to receive the full amount of state dollars.

ARTICLE 13: To see what sum the Regional School Unit will raise and appropriate for the annual payments on debt service previously approved by the Regional School Unit voters for non-state-funded school construction projects, non-state-funded portions of school construction projects and minor capital projects in addition to the funds

appropriated as the local share of the Regional School Unit's contribution to the total cost of funding public education from kindergarten to grade 12. **Regional School Unit Board Recommends \$870,437.53**

Explanation: Non-state-funded debt service is the amount of money needed for the annual payments on the Regional School Unit's long-term debt for major capital school construction projects and minor capital renovation projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the Regional School Unit voters.

ARTICLE 14: (Written ballot required). To see what sum the Regional School Unit will raise and appropriate in additional local funds (Recommend \$2,303,627.56), which exceeds the State's Essential Programs and Services allocation model by (Recommend \$1,551,860.40) as required to fund the budget recommended by the Regional School Unit Board.

The Regional School Unit Board recommends \$2,303,627.56 for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by \$1,551,860.40: To continue programs and services that are presently offered, that are not covered or not fully covered by the EPS allocation model, such as athletics and co-curricular activities. Costs for athletics and co-curricular activities have been calculated to be \$1,871,351 for fiscal year 2009-2010.

Explanation: The additional local funds are those locally raised funds over and above the Regional School Unit's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Regional School Unit budget for educational programs.

ARTICLE 15 SUMMARIZES THE PROPOSED SCHOOL BUDGET

ARTICLE 15: To see what sum the Regional School Unit will authorize the Regional School Unit Board to expend for the fiscal year beginning July 1, 2009 and ending June 30, 2010 from the Regional School Unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

Regional School Unit Board Recommends \$37,400,659.33

ARTICLE 16 AUTHORIZES EXPENDITURE OF GRANTS AND OTHER RECEIPTS

ARTICLE 16: In addition to amounts approved in the preceding articles, shall the Regional School Unit Board be authorized to expend federal stabilization funds and such other sums as may be received from federal or state grants or programs or other sources

during the fiscal year for school purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

Note: It is currently estimated that the Regional School Unit will receive \$1,042,200 in federal stabilization funds, which are included in the expenditures authorized by this article.

ARTICLE 17 AUTHORIZES THE ADULT EDUCATION PROGRAM AND RAISES THE LOCAL SHARE

ARTICLE 17: To see if Regional School Unit No. 14 will appropriate \$386,701 for adult education and raise \$208,363 as the local share; with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

Given under our hand this day, April 29, 2009 at Windham, Maine.

A majority of the Regional School Unit Board of Regional School Unit No. 14

A true copy of the Warrant, attest: alla Michael Duffy, Resident Regional School Unit No. 14

RETURN

Cumberland County, ss.

State of Maine

TO: The Regional School Unit Board of Regional School Unit No. 14 _____, 2009

I certify that I have notified the voters of Regional School Unit No. 14 (the "Regional School Unit") of the time and place of the Regional School Unit No. 14 budget meeting by posting an attested copy of the within warrant as follows:

	TIME(S)	DATE(S)	LOCATION(S)
Town of Raymond			
7D (1177 11			
Town of Windham			

being at least seven days prior to the Regional School Unit budget meeting and being public and conspicuous places in each of said municipalities.

Dated: _____, 2009

Michael Duffy, Resident of Regional School Unit No. 14