



SELECTMEN'S EPACKET
List of Files
November 12, 2013

List of Files	Page 1
Agenda	Page 2
Agenda Summary	Page 3-4
PUBLIC HEARING MATERIALS	
Summary of Changes Made to GA Ordinance	Page 5-7
Full GA Ordinance Located:	
<u>http://raymondmaine.org/sites/default/files/webfm/town_office/documentation/General%20Assistance%20MMA%20Ordinance%2009%2025%202013.pdf</u>	
GA Ordinance Appendices B	Page 8-9
REGULAR MEETING MATERIALS	
Raymond Village Library Annual Report	Page 10-4
Request for Reconsideration of TAP Bid	Page 15
Previous TAP Sale Materials	Page 16-32
Tenney River Corridor Update	Page 33
Legal Review of Easement	Page 34-7
Previous Project Materials	Page 38-63



BOARD OF SELECTMEN
AGENDA
November 12, 2013
7:00 p.m.
Broadcast Studio

SELECTMEN'S MEETING

- 1) **Call to order.**
- 2) **Minutes of previous meeting dated:**
 - **October 8, 2013**
- 3) **Public Hearing :Consideration and Approval of Annual Revised MMA DHHS General Assistance Ordinance Appendices – Board of Selectmen**
 - a) **Changes to General Assistance Ordinance**
 - b) **Changes to General Assistance Ordinance Appendices B**
- 4) **New Business.**
 - a) **Presentation of Appreciation Plaque to Former Planning Board Member Pat Clark**
 - b) **Presentation of Appreciation Plaque to Former Zoning Board of Appeals Member Peter Leavitt**
 - c) **Library Annual Report – Elissa Gifford, Trustee**
 - d) **Request for Reconsideration of Tax Acquired Property Bid – Board of Selectmen**
 - e) **Executive Session pursuant to 1 MRSA § 405(6)(G): Review of Content with Consultant**
- 5) **Unfinished Business**
 - a) **Update on Tenney River Easement – Anne Gass & John Rand**
- 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:**
 - **December 10, 2013**
- 8) **Board of Selectmen Communications**
- 9) **Fiscal Warrants – November 12, 2013**
 - **Payroll Expense Summary Warrant**
 - **Treasurer's Warrant**
- 10) **Adjournment.**

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

Board of Selectmen Agenda: November 12, 2013

Page 1 of 1

Deadline for December 10, 2013 Agenda: November 29, 2013



BOARD OF SELECTMEN
AGENDA
November 12, 2013
7:00 p.m.
Broadcast Studio

SELECTMEN'S MEETING

- 1) **Call to order.**
- 2) **Minutes of previous meeting dated:**
 - **October 8, 2013**
- 3) **Public Hearing: Consideration and Approval of Annual Revised MMA DHHS General Assistance Ordinance Appendices – Board of Selectmen**

After accepting the changes presented at the July 30, 2013 Public Hearing, the Maine Department of Health & Human Services made additional changes to the General Assistance Ordinance and Appendices B related to levels of financial assistance and eligibility. Attached to the ePacket is a summary of those changes and the Ordinance can be viewed at the Town Office during business hours or by visiting www.raymondmaine.org. The Selectmen are holding the public hearing to allow for general comment about the changes made.

Staff is recommending, as in prior years, that the Selectmen adopt the model ordinance and appendices developed by the Maine Municipal Association and approved by DHHS using local area survey data to establish the cost of basic necessities for Raymond within the Cumberland County metropolitan area.

- a) **Changes to General Assistance Ordinance**
- b) **Changes to General Assistance Ordinance Appendices B**

4) **New Business.**

- a) **Presentation of Appreciation Plaque to Former Planning Board Member Pat Clark**

Pat Clark was been a long time member and chair and will be moving from Raymond, which excludes him from continuing his volunteer service. He had been a member of the Planning Board for the last twelve years, eight of which were in the capacity as Chair. The Chairman of the Board of Selectmen will be presenting a plaque in recognition and appreciation for his years of dedication and service to the Town.

- b) **Presentation of Appreciation Plaque to Former Zoning Board of Appeals Member Peter Leavitt**

Peter Leavitt served on the Zoning Board of Appeals as one of the original members since 1987. He has been dedicated to serving the town by ensuring consistency and thorough review of the applications in relation to State law and the ordinances. The Chairman of the Board of Selectmen will be presenting a plaque in recognition and appreciation for his years of dedication and service to the Town.

- c) **Library Annual Report – Elissa Gifford, Trustee**

Elissa Gifford, Raymond Village Library Trustee, will be presenting a summary of the annual report (attached to the ePacket) and updating the Board about Library activities.

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

d) Request for Reconsideration of Tax Acquired Property Bid – Board of Selectmen

Robert Viola is requesting that his old bid for the Tax Acquired Property be reconsidered after it was rejected at the last Selectmen's meeting on October 8, 2013. Attached to the ePacket is Mr. Viola's request, his original bid materials, and the bid packet.

e) Executive Session pursuant to 1 MRSA § 405(6)(G): Review of Content with Consultant

5) Unfinished Business

a) Update on Tenney River Easement – Anne Gass & John Rand

Anne Gass has requested that the Selectmen consider contributing \$15,000 from the Open Space Fund Reserve (current available balance is \$49,806.70) toward a matching grant for the Tenney River (conservation land purchase) Corridor Project (information attached to ePacket), contingent on a conservation easement being successfully negotiated with Loon Echo Land Trust. This amount was approved by the Raymond Conservation Commission at their October meeting, and they made an official vote to unanimously support the project at their meeting on March 7, 2011 (memos from Chairman John Rand attached to the ePacket). The Selectmen requested that the easement be reviewed by the Town Attorney because it involved using public funds to purchase land that would have limited public access. Attached to the ePacket is the draft easement, executive summary, and a legal review from the Town Attorney on the draft easement.

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:**
- **December 10, 2013**

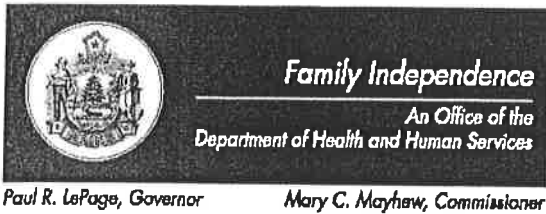
8) Board of Selectmen Communications

9) Fiscal Warrants – November 12, 2013

- **Payroll Expense Summary Warrant**
- **Treasurer's Warrant**

10) Adjournment.

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



Department of Health and Human Services
Family Independence
19 Union Street
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 624-4168; Fax: (207) 287-3455
Toll-Free (800) 442-6003; TTY Users: Dial 711 (Maine Relay)

Date: July 1, 2013
To: Maine General Assistance Administrators
From: David Maclean, General Assistance Program Manager
RE: Recent Legislative Changes

As you are probably aware a budget is enacted and will be effective as of Monday, July 1, 2013. What are these changes and what do they mean for us?

Established a maximum level of assistance – Provides a new formula for determining the overall maximum for the period of July 1, 2013-June 30, 2014 and July 1, 2014 – June 30, 2015. (See attached appendix A).

Established the reimbursement formula of the tribes – Provides a formula for determining reimbursement for the Indian Tribes.

Makes fugitives from justice ineligible - self explanatory

Eliminated eligibility for those ineligible for unemployment due to fraud – someone who has committed unemployment fraud would be ineligible for General Assistance to replace the lost unemployment benefits.

Allows Circuit-breaker/Tax Fairness Credit to be counted as income for eligibility – The Circuit-breaker program has gone away and is being replaced by the Tax Fairness Credit, which will be countable as income for General Assistance, unless used for basic necessities.

Pro-rata share of household calculations of benefits – Currently to figure pro-rata, when one member of the household is Disqualified, we would decrease the number in the household by one and recalculate the overall maximum and the category maximums to reflect the reduced household size. We will now be keeping the overall maximum and category maximum at the same level but reducing that amount by the share of the disqualified person

Example: Household of four. One member is disqualified for 120 days for committing fraud. They have no income and are requesting help with their \$500 a month rent. The overall maximum for a household of four is \$800. Only three quarters of the household is eligible to receive assistance so therefore the overall maximum would be $\frac{3}{4}$ of \$800 = \$600. They would qualify for $\frac{3}{4}$ of the rental expense, their rental eligibility would be $\frac{3}{4}$ of \$500 = \$375.00.

Restricted the use of lump sum payments for eligibility – Disregards from the lump sum would include anything that was spent of basic needs. It also removed the 150% of the Federal Poverty Level as a way to pro rate the lump sum. Lump sums will now be pro-rated at actual costs for basic needs.

Enclosed please find Appendices A, B, C, D, and E. Appendix A will take effect on July 1, 2013 – June 30, 2014, Appendices B-E will take effect on October 1, 2013-September 30, 2014. Kate Dufour with MMA, checked with MMA attorneys and found that at the public hearing will be accepting Appendix A, you will also be able to accept the other Appendices. You will just have to state that these will not take effect until October 1, 2013. Just remember not to start using Appendices B-E until October 30th, (actually the only one that changed is Appendices C).

Also enclosed, is the summary schedule and two Appendices adoption forms. (one for A and one for B-E)

The Adoption Process

The **municipal officers (i.e., selectpersons/council)** adopt the local **General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices ***after notice and hearing***. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site www.memun.org).* In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS has made it easier by enclosing a self-addressed envelope for your use. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

We will forward to you, copies of the revised Statute and Policy that cover the changes once they have been published.

GENERAL ASSISTANCE ORDINANCE

The Municipality of _____ enacts the following General Assistance Ordinance. This Ordinance is filed with the Department of Health & Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ day of _____, _____, by the municipal officers:
(day) (month) (year)

(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)

GENERAL ASSISTANCE ORDINANCE APPENDICES B 2013-2014

The Municipality of _____ adopts GA Appendices B for the period of November 1, 2013 — September 30, 2014. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month) _____ (year)
by the municipal officers:

_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)

Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through October 1, 2014, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	43.95	189
2	80.70	347
3	115.58	497
4	146.97	632
5	174.42	750
6	209.30	900
7	231.40	995
8	264.42	1,137

Note: For each additional person add \$142 per month.



**RAYMOND VILLAGE LIBRARY
YEAR IN REVIEW by NORMA RICHARD, SECRETARY
JULY 2012 – AUGUST 2013**

I am pleased to provide the following Year-In-Review for the Raymond Village Library. RVL has had a landmark year with the hiring of library director Sally Holt, library assistant Connie Bouchard and youth services assistant Lisa Davison. Our library staff is dedicated to bringing comprehensive library services to our patrons and the Raymond community. Their work during this past year has been outstanding.

As you can see from the following information, RVL has accomplished a great deal during the past year. We are especially grateful for the dedication and hard work of all of our volunteers who have contributed countless hours at the circulation desk, serving on committees, assisting with fundraising and sharing their time and talents to make this a very successful year.

LIBRARY PERSONNEL

- ❖ Sally Holt has completed her first year as library director.
- ❖ Connie Bouchard was hired as library assistant on October 15.
- ❖ Lisa Davison was hired as youth services assistant on December 3.
- ❖ Board Member Transitions – Jessica Fay and Neil Jensen joined the Board of Directors.
- ❖ Sally completed an eight-week 2010 Microsoft Word course offered through Windham Adult Education.

CHILDREN'S PROGRAMMING

- ❖ A total of 91 children's programs were offered with 1,818 in attendance.
- ❖ Babies and Preschool Time on Monday mornings and Storytime on Wednesday mornings with Lisa Davison, youth services assistance, had increased attendance.
- ❖ Teen game days with Lisa were introduced for children ages 8 and up.
- ❖ Lisa also coordinated the 2013 Summer Reading Program, Dig Into Reading. The program started on June 23 with an ice cream party and ended on August 19 with an awards picnic. 89 children and teens registered for the summer reading program with a total of 350 participants in the weekly presentations (bug and bee, wind, entomology, comic books, straw rockets).
- ❖ Pajama Storytime with Jody Fein, supported by the Raymond PTO, was great fun for patrons young and old.
- ❖ Dr. Seuss Night, held in collaboration with Raymond Elementary School, was another successful event with over 100 participants.
- ❖ The Sparks Ark program, held at the Raymond Public Safety Building on April 17, had over 150 in attendance. Funding for this program came from the Cornerstones of Science grant.
- ❖ Library director Sally Holt extended the RVL outreach program to Raymond Elementary School and Jordan-Small Middle School with database instruction, a Career Day presentation on librarianship and ongoing delivery of non-fiction/informational titles for elementary students and teachers.

ADULT PROGRAMMING

- ❖ There have been 427 in attendance at 27 adult programs.
- ❖ Author programs have included Steve Pinkham, Monica Wood, Don Perkins, Lisa Colburn, Carol Welsh, Judy Paolini and Tom Atwell.

- ❖ Wednesday Book Review Group continues to meet monthly
- ❖ Jessica Fay of Raymond Village Florist presented a class on flower arranging and a Maine State Library program on downloading free eBooks.
- ❖ Norway Savings Bank sponsored and funded a three-part series of financial workshops for entrepreneurs and small business owners.

LIBRARY ACCOMPLISHMENTS

- ❖ There have been 14,536 patron visits with 21,709 items checked out.
- ❖ Maine books and Large Print books were moved out of the library office and into the general collection.
- ❖ Biographies are now labeled with bright yellow stickers to help patrons locate them more easily.
- ❖ Audio books and DVD's have been relocated to better facilitate patron use.
- ❖ More than 1570 items have been added to the collection.
- ❖ New book carts are in use to increase access to new fiction, large print and non-fiction additions to the collection.
- ❖ Ancestry Library Edition continues to be available for in-library use.
- ❖ Use of Maine Infonet downloadable audio and Ebook collections continues to grow.
- ❖ Volunteer Appreciation Week was celebrated in May with gifts of bud vases or gift certificates to Raymond Village Florist, thank-you letters and special bookmarks given to our dedicated volunteers. In December, volunteers were invited to a luncheon and Chinese auction at the library.
- ❖ Volunteer Handbook and procedures for volunteer training have been developed.
- ❖ Board members Christine Frantz and Shirley Bloom attended Regional Trustee meeting in May.
- ❖ The Raymond Garden Tour, a self guided tour showcasing 11 private gardens, was held on June 29, The Garden Tour Steering Committee, Kim Manoush, Elissa Gifford, Sheila Jacobsen, Sharon Dodson, Fran Gagne, Elaine Keith, Shirley Bloom and Jeri-Keane Dryer, did an outstanding job organizing every detail of this very successful fundraiser. Artist Donna Kantor's donated painting graced the program and publicity materials for the tour. Following the tour, author Judy Paolini gave a talk on gardening at the Strawberry Festival at the Hawthorne House.

PUBLIC RELATIONS

- ❖ Community Garden continued its collaborations with RVL to benefit the Raymond Food Pantry.
- ❖ The Publicity Committee, chaired by Shelia Jacobsen, continues to promote ongoing programs and special events through the E Newsletter, news articles, posters and the website.
- ❖ The E Newsletter, coordinated this past year by volunteer Ellen Gagne, is reaching over 700 patrons.
- ❖ News articles and upcoming events are submitted regularly to local newspapers.
- ❖ Sally Holt, library director is writing a monthly column about RVL for the Windham Eagle newspaper.
- ❖ RVL displays are posted at Town Meeting, voting and other community events. Free books and RVL bookmarks are also given out on voting and election days.
- ❖ Annual Tree Lighting was coordinated with the Raymond Lion's Club, with entertainment provided by the Raymond Elementary School Chorus under the direction of Mrs. Patricia Gordan.
- ❖ Halloween Candy Collection helped to distribute over 50 bags of candy for Main

Street trick or treating.

FUNDING AND FUNDRAISING

- ❖ Library funding request of \$37,5000 was approved at the June 2012 municipal town meeting. This was an increase of \$2,500 over the previous year's funding request of \$35,000.
- ❖ The 2012 - 2013 Annual Appeal raised \$20,922.
- ❖ Plant Sale raised \$1,431.55.
- ❖ Holiday Bake Sale and Basket Sale raised \$886.75.
- ❖ Donations to offer a Maine Wildlife Park Community Pass raised \$120.
- ❖ Donations of can and bottle deposits were made through Clynk at Hannafords for \$453.21.
- ❖ Summer 2013 Garden Tour and raffles for a Point Sebago vacation and painting by Donna Kantor raised \$4,912.66.
- ❖ Raymond Now and Then books sales brought in \$125.

GRANTS AND DONATIONS

- ❖ Stephen and Tabitha King Grant for technology and automation - \$10,000.
- ❖ Cornerstones of Science for the purchase of science books and science program support -\$1,000.
- ❖ Norway Savings Bank Community Giving Grant for children's books - \$500.
- ❖ Brownstone Book Fund for children's books – 100 books valued at \$1,500.
- ❖ Loon Echo Grant Telescope Program - \$200 in collaboration with Casco Library.
- ❖ Raymond-Windham PTO Storyteller Visit - \$150.
- ❖ Maine Humanities Grant and Mid-Coast Forum on Foreign Relations 3-part series on foreign policy, in collaboration with Windham Public Library - \$300.
- ❖ Hancock Lumber and Shed Happens funding for a storage building to store books for the Annual Library Book Sale - \$2,000.

BUILDING AND GROUNDS

- ❖ The new Book Barn provided much needed storage for book sale donations and library supplies. Hancock Lumber and Shed Happens provided support for funding and installing the storage shed.
- ❖ Tad Smith coordinated the installation of new air conditioning units. These units will provide more efficient cooling and heating at RVL. They will also improve air quality in the library and provide a more comfortable environment for patrons, staff and volunteers. Raymond resident Charlie Bradbury installed the units and will assist with maintenance.
- ❖ Hawthorne Garden Club provided hanging plants and the lovely outside planters.
- ❖ Lion's Club took care of lights and costs for lighted Christmas tree.
- ❖ Shirley Bloom and members of the Windham High School lacrosse team assisted with cleaning the RVL grounds this spring.

TECHNOLOGY

- ❖ Walk-in Wireless continues to provide free wireless Internet access indoors and out.
- ❖ Public computers were used 805 times.
- ❖ Laurie Forbes and Kevin Woodbrey continue to provide significant technology support for RVL through maintaining and upgrading computers, hardware, server, network, software licenses, memberships and tech-related programs and providing support for the automation efforts. Their support has been especially significant

- during this transition to Koha.
- ❖ RVL is working with Raymond resident, Tim Gresh to update the RVL website. This will provide direct access to the library website at www.raymondvillagelibrary.org.
 - ❖ An additional computer for patron use and a dedicated computer to access the automated card catalogue have been installed, as well as two new computers at the circulation desk and a new computer at Connie's desk. These computers were funded through the Stephen and Tabitha King Grant.
 - ❖ Patron data has been updated to Koha. Starting in September 2013, books and other media will be checked out electronically.
 - ❖ Sally and Connie are networking with area librarians for support in using the automated system, Koha. They are also participating in an area Koha user group.

ONGOING ISSUES AND GOALS

- ❖ Complete implementation of automated system. Troubleshooting for potential glitches, utilizing report features of Koha, providing training and ongoing support for library staff, volunteers and patrons, adding magazines and new materials to the collection and issuing new library cards are ongoing implementation issues.
- ❖ Continue researching long-term space options to provide needed space for the collection, technology needs and library programming.
- ❖ Research possible future options for RVL as a town department, independent library or possible hybrid semi-public/private organization.
- ❖ Update the RVL website to improve communications, provide for easier access to library information and facilitate automated services for our patrons.
- ❖ Improve our financial base through the Annual Appeal, ongoing investments, and other fundraising efforts.
- ❖ Utilize survey data from patrons and community for input and feedback as we develop RVL's 2013 – 2016 Strategic Plan.
- ❖ Complete 2013-2016 Strategic Plan.
- ❖ Recruit new volunteers and provide the training and support to maintain a strong and vital volunteer program.



“The world's first free and open source library system.”

- Koha is a full-featured library management system originating in New Zealand in the late '90s. Its development is currently sponsored by libraries of all types and sizes, plus volunteers and support companies worldwide. The word *koha* means “gift” or “contribution” in Maori. A *koha* is a specialty of yours that you offer to a general gathering, like bringing your famous dessert to a friend's dinner party. The logo is a tiny fern frond unfurling within an egg, both of which symbolize new life.
- We at RVL had been watching Koha since it was first offered for download on the open-source site SourceForge in late 2000. After other options, both local and commercial, fell by the wayside, we decided in 2006 to focus on Koha. The Casco library has been using Koha for around 10 years, and most other area libraries have now converted to it.
- Since we weren't in any hurry, we took our time gradually acquiring electronic equipment, inventorying and then ruthlessly weeding the bookshelves, and finally entering 20,000-ish items into Koha's database. Our next steps are mostly patron-related, including tweaking categorization and borrowing rules, issuing library cards and conducting training.
- We've seen Koha progress from a fairly simple internal library system to complex integration with MARC and Z39.50 cataloging processes, besides offering certain patron-centric features such as an OPAC with jacket images, virtual shelf-browsing and private personal space. Even better, we avoided paying for costly non-Koha processes such as “retrospective conversion,” saving us many thousands of dollars. This is on top of our savings on Koha itself vs. commercial programs.
- An “update” release of Koha is announced each month and includes enhancements suggested by us in the user community as well as bug fixes for any glitches. Communication and collaboration occurs freely and actively among all of the developers and users worldwide via a number of outlets, including online discussion groups and chats, video and web-based documentation, the annual Koha conference (KohaCon), and the Koha website at www.koha-community.org.
- KohaCon: Each year, various members of the Koha community offer to host this conference, and then we all vote on the choices. The 2012 conference was held in Edinburgh, Scotland, and 2013's is in Reno, Nevada, in October. Reno was chosen over Erie PA, Washington DC, Ibadan (Nigeria) and Córdoba (Argentina).

Terminology:

- **MARC record:** MACHine-Readable Cataloging record that contains detailed information about a holding.
- **OPAC:** Online Public Access Catalog, the web-based way to search a library's holdings.
- **Open source:** programming code that is shared freely by its developer(s); the results may either be free or for sale.
- **Retrospective conversion:** converting paper catalog cards (shelflist) to digital (electronic) records.
- **Z39.50:** a protocol for searching and retrieving information from remote databases. This is how we copy MARC records into Koha rather than create them from scratch. Our primary source is the Maine InfoNet database, but we can use others including the Library of Congress, which not only has a huge collection but is also the maintenance agency for the Z39.50 standard.

On 10/10/2013 1:30 PM, Viola, Robert wrote:

All,

I am writing this e-mail in the hopes that you would reconsider the decision made by the town council on 9-8-13 rejecting my bid on a parcel of land (map 31, lot 2&3) during a sealed bid on 9-18-2013.

I attended both the pre bid and the bid opening meetings and feel as though I have followed each procedure and have met all the requirements presented to me by the town.

I was told on 10-9-2013 that my bid, which was the highest bid, was rejected because I did not meet the minimum purchase price of the land. When attending the pre bid meeting the question was asked if there was a minimum bid. The answer as stated below (or see attached) indicated that there was no minimum bid and that the town was looking to capture the back taxes plus interest. I was under the impression that the pre bid meeting was to clarify things and I based my bid decision on this advice. This was my first time ever bidding in this manner and my bid is based on that statement.

Minutes of the meeting, question number 5

5. Question: Will the town accept the highest bid no matter how low, or is there a minimum bid for the properties?

Answer: There is no minimum bid for the property but the town is looking to at least capture the back taxes and interest for the property, which has been calculated through the date of the bid opening. However, the Selectmen will not be considering these properties until their October meeting and there may be additional interest that will need to be paid. Bidders should also consider the real value of the property and have their bids come in somewhere in between the two.

I watched the selectman meeting online on 10-9-13 and realized the reason for my bid being rejected seems based on the 20% of the land assessment price. This is the first time I have heard of the 20% minimum. It was a distress sale (As-Is basis) and I feel the bid I placed was to cover the taxes plus interest as was stated.

Because of the confusion of the auction rules, I would be willing to offer you a new bid that would meet the requirements discussed at the town meeting on 10-8-13.

Based on the fact that I was the only bidder on this parcel of land, my new offer will not affect anyone else involved at the auction.

I would like to offer you a new bid of \$14,000. My offer meets the town requirement of 20% of the land assessed value.

I would also like you to consider this offer based on the acceptance of the other (2) parcels of land that you had stated during the meeting on 10-8-2013, had met the minimum requirement of 20% of the assessed land value.

I look forward to hearing from you.

Thank you,
Bob Viola



Tax Acquired Property Pre-Bid Meeting
MINUTES
 September 18, 2013

Present: Don Willard, Town Manager; Danielle Loring, Executive Assistant; and Chris Hanson, Code Officer.

Other: Joanne Stinson, Larry Post, Robert Viola, John & Charolette Calhoun, and Todd Southwick.

Subject Parcels:

Raymond Tax Map	Address	Interests to be Sold	Back Taxes Plus Interest Through September 27, 2013
Map 030, Lot 003	0 Haskell Ave Raymond, Maine	Land – 1.00 Acre Assessed value: \$67,000.00	\$3,947.37
Map 031, Lot 003 (includes 031/002)	0 Bond Street Raymond, Maine	Land – 1.05 Acres Assessed value: \$68,600.00	\$8,488.46
Map 033, Lot 011	0 Cobb Road Raymond, Maine	Land-- 0.32 Acres Assessed value: \$33,500.00	\$16,336.64
Map 041, Lot 050	0 Boulder Road Raymond, Maine	Land -- 0.12 Acres Assessed value: \$27,000	\$3,235.74

1) Call to order: The Town Manager called the pre-bid meeting to order at 2:01pm and stated that the purpose was to answer questions before the sealed bids were due the following week.

Danielle Loring announced that there was a clarification with the property listing. She stated that map 031, lot 003 also included map 031, lot 002 because they had been combined by the town but the change had not been recorded on the tax maps.

2) Questions:

Mrs. Loring stated that they were going to review the questions that had already been submitted and would take additional questions after.

1. **Question:** What are the building restrictions on Map 030, Lot 003, building permit, variances...etc.
Answer: This lot is considered a buildable lot in the LRR1 zone as an existing nonconforming lot of record and would be held to outlined setbacks (30' front/rear, 20' sides and 100' high water) abd zoning. Would have to submit for building permit as well submit appropriate site evaluation showing the location of well, subsurface design and building envelop.
2. **Question:** Would the driveway access to any building on Map 030, Lot 003 have to come off Haskell Ave or are there other options?
Answer: This parcel has road frontage on Haskell Ave and Andrew Davis Way, which means that it

could have a driveway on either but the appropriate entrance needs to be applied for and approved by the Code Officer and Public Works Director.

3. **Question:** Could Map 030, Lot 003 be subdivided?
Answer: No. It does not have the acreage and does not currently meet the minimum acreage for that zone.
4. **Question:** What are the annual taxes for Map 030, Lot 003?
Answer: Based on the assessed value at \$67,000 and the current mill rate of \$11.25, the taxes would be \$753.75.
5. **Question:** Will the town accept the highest bid no matter how low, or is there a minimum bid for the properties?
Answer: There is no minimum bid for the property but the town is looking to at least capture the back taxes and interest for the property, which has been calculated through the date of the bid opening. However, the Selectmen will not be considering these properties until their October meeting and there may be additional interest that will need to be paid. Bidders should also consider the real value of the property and have their bids come in somewhere in between the two.
6. **Question:** Will back taxes be paid out of the winning bids?
Answer: Yes.
7. **Question:** Is the setback for a septic 50' from the property line?
Answer: No. The Town follows the State plumbing code which is 10' from the property line but that could be reduced to 5' with a variance. Wells had to be 100' back from septic but could also get variances with additional shielding.
8. **Question:** Acreage for combined lots Map 031, Lots 002 & 003?
Answer: 1.05 acres
9. **Question:** What is the inset line depicted on the map that goes into Map 030, Lot 003?
Answer: It appears to be a right-of-way. Bidders will need to do their deed research and due diligence to see if anyone can assert rights to the listed properties.
 - a) **Followup Question:** Due to the right-of-way, would it be hard to meet setbacks.
Answer: Could be.
 - b) **Followup Question:** Could the right-of-way be moved?
Answer: Possibly. If all those with access were agreeable, but the language would have to be reviewed by an attorney.
10. **Question:** Is o Cobb Road a buildable lot?
Answer: No. It is too small, in Resource Protection and does not proper access, but could have a winding path to the water or a campsite but no RV's.
11. **Question:** If o Haskell was purchased by the campground, could they do any commercial business out of there?
Answer: Possibly. It would require Planning Board approval.
12. **Question:** Is o Boulder Road buildable?
Answer: No, but has water access to Panther Pond.
13. **Question:** What happens if the town does not receive bids for a property?
Answer: The Town would keep the property and may send out for rebid.
14. **Question:** No minimum bid?
Answer: No, but the Selectmen can reject any bid, but the bidder needs to make an offer based on their comfort levels.
15. **Question:** What are the taxes for o Cobb?
Answer: The annual taxes, based on the assessed value of \$33,500 and the current mill rate of \$11.25, would be \$376.85.
16. **Question:** What are the taxes for o Bond Street?
Answer: The annual taxes, based on the assessed value of \$68,600 and the current mill rate of \$11.25, would be \$771.75.
 - a) **Followup Answer:** Because the properties were in the Town's name as of April 1, 2013, they were not assessed taxes for the FY2013-14 year.

There were no more questions regarding the properties. Mrs. Loring reminded the group that sealed bids were due in no later than 3:00pm on Thursday, September 26, 2013 and that their bids should be checked in by a member of staff. She pointed out that there were updated packets available that also included the

bid sheet, estimated back taxes, sample Purchase and Sale Agreement, and Tax release deed.

9) Adjournment.

Mr. Willard closed the pre-bid meeting at 2:23pm.

Danielle Loring

TOWN OF RAYMOND
 401 Webbs Mills Road
 Raymond, Maine 04071

TAX ACQUIRED PROPERTY
 BID OPENING
 MINUTES
 Friday, September 27, 2013
 10:00 AM AT THE TOWN OFFICE

ATTENDANCE: Don Willard, Town Manager; Nancy Yates, Finance Director; Danielle Loring, Executive Assistant; Rita Theriault, Deputy Treasurer; and Sue Carr, Deputy Tax Collector.

Note:

Raymond Tax Map	Address	Interests to be Sold	Back Taxes Plus Interest Through September 27, 2013
Map 030, Lot 003	0 Haskell Ave Raymond, Maine	Land – 1.00 Acre Assessed value: \$67,000.00	\$3,947.37
Map 031, Lot 003 (includes 031/002)	0 Bond Street Raymond, Maine	Land – 1.05 Acres Assessed value: \$68,600.00	\$8,488.46
Map 033, Lot 011	0 Cobb Road Raymond, Maine	Land-- 0.32 Acres Assessed value: \$33,500.00	\$16,336.64
Map 041, Lot 050	0 Boulder Road Raymond, Maine	Land -- 0.12 Acres Assessed value: \$27,000	\$3,235.74

Don Willard began opening the TAP bids at 10:00 am at the Town Office.

Map 030, Lot 003- 0 Haskell Avenue:

- MGM Builders, LLC: Mike Manning
Bid: \$16,005 Deposit: \$1,600.50
Received 9/20/13
- Camp Kokatosi: Todd Southwick
Bid: \$14,001.99 Deposit: \$1,400.20
Received 9/25/2013 @ 2:08pm
- Robert Viola
Bid: \$11,110.00 Deposit: \$1,111.00
Received: 9/26/2013 @10:04am
- Beth Cormier & Joanne Stinson
Bid: \$8,000.00 Deposit: \$800.00
Received: 9/25/2013 @ 1:45pm

Map 031, Lot 003 – 0 Bond Street

- Robert Viola
Bid: \$9,002.00 Deposit: \$900.20
Received: 9/26/2013 @10:04am

Map 033, Lot 011 – 0 Cobb Road

- Lawrence & Rebecca Post
Bid: \$16,336.64 Deposit: \$1,633.66
Received: 9/26/2013 @11:15am

Mrs. Loring explained that all bids to be reviewed by the Raymond Board of Selectmen on October 8, 2013 at their regular meeting. The Town of Raymond, in its sole discretion and right, reserves the right to accept or reject any bid or modify the terms of the bid process or sale.

Danielle Loring
Recording Secretary

TOWN OF RAYMOND, MAINE
Public Sale of Tax Acquired Property

Bid Response Form

In order to bid in the Town of Raymond, Maine Public Sale of Tax Acquired Property, all bidders must complete and return this form and conform to all other conditions of the sale.

Please note that the Town will rely on the information you supply on this form in administering the bid and sale process and awarding the bid. Bid Response forms and deposits must be stamped and signed as received by the Town of Raymond on or before 3:00 p.m. on Thursday, September 26, 2013. Late bids or bids submitted without required deposits will not be accepted. Bids will be opened and read publicly by the Town Manager at the Town Office at 10:00 a.m. on Friday, September 27, 2013.

1. Parcel or property to be bid on: MAP 031, LOT 003 0 BOND ST. RAYMOND, Me.
2. Name of Bidder: ROBERT VIOLA
(Please print your name. If a business name, please also provide the name of a contact person(s).)
3. Bidder's Address: 29 ARBOR VIEW LANE, SCARBOROUGH, ME, 04074
(Please provide your postal address. Note: The Town will use this address for all correspondence related to the bidding, bid process and sale of the property).
4. Daytime Telephone: (207) 653-8409 Fax: (207) 885-4170
(Telephone number(s). Note the Town will use these numbers for communications related to the bidding, bid process and sale of the property).
5. Bid Amount: \$ 9002.00 NINE THOUSAND & TWO U. S. Dollars
(Bid Amount. Please include here numerically and written out the full amount of your bid for the property. All bids must be in United States Dollars).
6. Bid Deposit: \$ 902.00 NINE HUNDRED & TWO U. S. Dollars
(To qualify as a bid in the sale, you must return with this form a bid deposit in the amount of 10% of your bid price or \$200, whichever is greater; the funds to be either a bank check or certified funds payable to "The Town of Raymond").
7. Bidder's signature and date: Robert Viola 9-25-2013
(All bids must be signed and dated by the Bidder or his or her designated agent).

This form is a legal document and may bind the signer to certain obligations and consequences if accepted by the Town. The Town recommends that all bidders consult with their attorneys to review title, encumbrances, occupancy and other conditions related to the property and the sale which is the subject of this bid before executing and submitting this form. The Town of Raymond reserves the right to reject or accept any bid and the right to make or not make any award of any bid that the Town in its sole discretion, determines will be or will not be in the best interests of the Town. Successful bidders will forfeit their deposit in the event that they fail to complete the terms of the sale.

TOWN OF RAYMOND, MAINE
Public Sale of Tax Acquired Property

Bid Response Form

In order to bid in the Town of Raymond, Maine Public Sale of Tax Acquired Property, all bidders must complete and return this form and conform to all other conditions of the sale.

Please note that the Town will rely on the information you supply on this form in administering the bid and sale process and awarding the bid. Bid Response forms and deposits must be stamped and signed as received by the Town of Raymond on or before 3:00 p.m. on Thursday, September 26, 2013. Late bids or bids submitted without required deposits will not be accepted. Bids will be opened and read publicly by the Town Manager at the Town Office at 10:00 a.m. on Friday, September 27, 2013.

1. Parcel or property to be bid on: MAP 030, LOT 003 O HASKELL AVE, RAYMOND
2. Name of Bidder: ROBERT VIOLA
(Please print your name. If a business name, please also provide the name of a contact person(s).)
3. Bidder's Address: 29 ARBOR VIEW LANE SCARBOROUGH, Me. 04074
(Please provide your postal address. Note: The Town will use this address for all correspondence related to the bidding, bid process and sale of the property).
4. Daytime Telephone: (207) 653-8409 Fax: (207) 885-4170
(Telephone number(s). Note the Town will use these numbers for communications related to the bidding, bid process and sale of the property).
5. Bid Amount: \$ 11,110.00 ELEVEN THOUSAND ONE HUNDRED + TEN U. S. Dollars
(Bid Amount. Please include here numerically and written out the full amount of your bid for the property. All bids must be in United States Dollars).
6. Bid Deposit: \$ 1,111.00 ONE THOUSAND ONE HUNDRED + ELEVEN U. S. Dollars
(To qualify as a bid in the sale, you must return with this form a bid deposit in the amount of 10% of your bid price or \$200, whichever is greater; the funds to be either a bank check or certified funds payable to "The Town of Raymond").
7. Bidder's signature and date: Robert Viola 9-25-2013
(All bids must be signed and dated by the Bidder or his or her designated agent).

This form is a legal document and may bind the signer to certain obligations and consequences if accepted by the Town. The Town recommends that all bidders consult with their attorneys to review title, encumbrances, occupancy and other conditions related to the property and the sale which is the subject of this bid before executing and submitting this form. The Town of Raymond reserves the right to reject or accept any bid and the right to make or not make any award of any bid that the Town in its sole discretion, determines will be or will not be in the best interests of the Town. Successful bidders will forfeit their deposit in the event that they fail to complete the terms of the sale.

Town of Raymond, Maine

Notice of Public Sale of Tax Acquired Property

OFFICIAL NOTICE

Please take notice that the Town of Raymond will conduct a public sale of the following properties in Raymond, subject to the following procedures and conditions of sale:

Raymond Tax Map	Address	Interests to be Sold	Back Taxes Plus Interest Through September 27, 2013
Map 030, Lot 003	0 Haskell Ave Raymond, Maine	Land – 1.00 Acre Assessed value: \$67,000.00	\$3,947.37
Map 031, Lot 003 (includes 031/002)	0 Bond Street Raymond, Maine	Land – 1.05 Acres Assessed value: \$68,600.00	\$8,488.46
Map 033, Lot 011	0 Cobb Road Raymond, Maine	Land-- 0.32 Acres Assessed value: \$33,500.00	\$16,336.64
Map 041, Lot 050	0 Boulder Road Raymond, Maine	Land -- 0.12 Acres Assessed value: \$27,000	\$3,235.74

These properties were acquired by the Town through the foreclosure of tax liens filed under 36 M.R.S.A. sections 942 and 943. The sale will be conducted through a sealed bid process according to the following terms and schedule.

1. There will be a pre-bid meeting at the Raymond Broadcast Studio Modular, 423 Webbs Mills Road, Raymond, Maine 04071 on Wednesday, September 18, 2013 at 2:00 p.m. to give bidders the opportunity to ask questions regarding properties. Those who cannot make the meeting may submit their questions in advance to danielle.loring@raymondmaine.org and the answers will be released with the Pre-bid meeting minutes on Thursday, September 19, 2013 by 12:00 p.m.
2. All bids must be submitted on the attached **Bid Response Form** and submitted to the Town of Raymond in a sealed envelope addressed to “**Town of Raymond, Tax Acquired Property Sale, c/o Danielle Loring, Executive Assistant.**”
3. To qualify for consideration, all bids must be stamped and signed as received by the Town of Raymond at 401 Webbs Mills Road., Raymond, ME 04071 on or before 3:00 PM on Thursday, September 26, 2013, and a deposit in the amount of 10% of the total bid amount must accompany all bids. The deposit must be in the form of certified funds or a cashier’s check made out to “**Town of Raymond.**” Personal checks will not be accepted. Bid deposits submitted by the successful bidder shall be applied to the total purchase price paid at closing.

4. The Town of Raymond, in its sole discretion and right, reserves the right to reject any bid or modify the terms of the bid process or sale. Bids will be opened publicly and read by the Town Manager at the Town Office at 10:00 a.m. on Friday, September 27, 2013.
5. Successful bidders must execute a Purchase and Sale Agreement (see website) substantially in the form of the document available for inspection at the Town Office within 15 days of the Town's acceptance of a successful bidder's bid. If a successful bidder does not execute the Purchase and Sale Agreement within 15 days of being awarded the bid the Town shall retain the successful bidder's deposit.
6. Upon the identification of the successful bidders, other bidders may then elect to withdraw their bids by providing written notice of the withdrawal to the Town. Unsuccessful bidders who elect to withdraw and not continue their bids after the successful bidders have been identified shall have their deposit checks returned.
7. If a successful bidder fails to execute the required Purchase and Sale Agreement, the Town may in its discretion award a bid to another qualified bidder who has not withdrawn his or her bid. In the event that the Town accepts a bid of another qualified bidder, the remaining unsuccessful bidders may then withdraw or continue their bids according to the terms and requirements of Paragraph 5. New successful bidders shall execute the required Purchase and Sale Agreement within 15 days of the date of being awarded the bid or the Town will retain their deposit check.
5. Upon transfer of properties that are sold, the Town will return all remaining bid checks to unsuccessful bidders by mail to unsuccessful bidders at the address they include on the bid form.
9. Conveyance of all properties will be by a Maine statutory Municipal Tax Release Deed. Transfers shall also be subject to any and all encumbrances, other liens of record and tenancies or occupancies as of the date of the conveyance.
- 10. Bidders are strongly encouraged to seek legal assistance concerning matters related to the properties, including but not limited to: title, encumbrances, permitted activities or uses, occupancy or tenants. All properties are offered and sold by the Town on an "as is" basis with no express or implied warranties as to title, condition, acreage or boundaries, encumbrances, environmental matters, suitability or fitness for any purpose.**
11. Bid materials may be obtained from the Executive Assistance's Office, Town of Raymond, 401 Webbs Mills Road, Raymond, ME 04071, telephone (207) 655-4742 x 133.

2013 Tax Acquired Property Sealed Bid Schedule

Date/Time	Location	Event
Wed., Sept. 18, 2013 @ 2:00 pm	423 Webbs Mills Rd, Raymond	Pre-bid meeting
Thurs., Sept. 19, 2013 @ 12:00 pm	Online	Pre-bid minutes released
Thurs., Sept. 26, 2013 @ 3:00 pm	401 Webbs Mills Road, Raymond	Bids & deposits due
Fri., Sept. 27, 2013 @ 10:00 am	401 Webbs Mills Road, Raymond	Bid Opening
Fri., Oct. 11, 2013 @ 4:00 pm	401 Webbs Mills Road, Raymond	Final Payment Due By

TOWN OF RAYMOND, MAINE
Public Sale of Tax Acquired Property

Bid Response Form

In order to bid in the Town of Raymond, Maine Public Sale of Tax Acquired Property, all bidders must complete and return this form and conform to all other conditions of the sale.

Please note that the Town will rely on the information you supply on this form in administering the bid and sale process and awarding the bid. Bid Response forms and deposits must be stamped and signed as received by the Town of Raymond on or before 3:00 p.m. on Thursday, September 26, 2013. Late bids or bids submitted without required deposits will not be accepted. Bids will be opened and read publicly by the Town Manager at the Town Office at 10:00 a.m. on Friday, September 27, 2013.

1. Parcel or property to be bid on:
2. Name of Bidder: _____
(Please print your name. If a business name, please also provide the name of a contact person(s)).
3. Bidder's Address: _____
(Please provide your postal address. Note: The Town will use this address for all correspondence related to the bidding, bid process and sale of the property).
4. Daytime Telephone: _____ Fax: _____
(Telephone number(s). Note the Town will use these numbers for communications related to the bidding, bid process and sale of the property).
5. Bid Amount: \$ _____ U. S. Dollars
(Bid Amount. Please include here numerically and written out the full amount of your bid for the property. All bids must be in United States Dollars).
6. Bid Deposit: \$ _____ U. S. Dollars
(To qualify as a bid in the sale, you must return with this form a bid deposit in the amount of 10% of your bid price or \$200, whichever is greater; the funds to be either a bank check or certified funds payable to "The Town of Raymond").
7. Bidder's signature and date: _____
(All bids must be signed and dated by the Bidder or his or her designated agent).

This form is a legal document and may bind the signer to certain obligations and consequences if accepted by the Town. The Town recommends that all bidders consult with their attorneys to review title, encumbrances, occupancy and other conditions related to the property and the sale which is the subject of this bid before executing and submitting this form. The Town of Raymond reserves the right to reject or accept any bid and the right to make or not make any award of any bid that the Town in its sole discretion, determines will be or will not be in the best interests of the Town. Successful bidders will forfeit their deposit in the event that they fail to complete the terms of the sale.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT made and entered into this _____ day of _____, 2013 by and between _____ (“Buyer”) and the Town of Raymond, Maine (“Seller”).

WITNESS AS FOLLOWS:

1. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and any improvements presently thereon located on _____, Raymond, Maine (the “Premises”), as shown on the Official Tax Maps for the Town of Raymond as Map _____, Lot _____.

2. **PURCHASE PRICE.** Subject to any adjustments and pro-rations hereinafter described, Buyer agrees to pay for the Premises _____ dollars (\$ _____), this sum is comprised of the following:

(a) The sum of _____ dollars (\$ _____) as a deposit (the “Deposit”), the receipt whereof is hereby acknowledged by Seller, which Deposit shall be credited towards the purchase price.

(b) The sum of _____ dollars (\$ _____) shall be paid to Seller at the closing by certified funds or bank cashier’s check payable to the Town of Raymond.

3. **TITLE.** Seller makes no representations as to title in the property and shall convey the Premises to Buyer at the closing by statutory short form municipal quitclaim deed.

4. **CLOSING AND FURTHER OBLIGATIONS OF THE PARTIES.** The closing shall take place at Raymond Town Hall on _____. Seller further agrees to execute and deliver to Buyer at the closing such other Affidavits and Certificates as may be reasonably necessary for Buyer’s acquisition of the Premises and as are consistent with the statutory short form municipal quitclaim deed.

5. **RISK OF LOSS, DAMAGE AND INSURANCE.** All risk of loss to the Premises before closing shall be borne by Seller.

6. **INSPECTION.** Buyer may arrange with Seller to enter the Premises at a mutually convenient time before the closing in order to inspect the Premises. Seller makes no representations as to condition of the Premises and Buyer takes Premises as is and where is. _____

7. **POSSESSION OF THE PREMISES.** In the event that the Premises are vacant and not occupied, the Buyer may take possession of the Premises immediately after closing. In the event that the Premises are occupied, Buyer takes the Premises subject to such occupancy and shall be solely responsible for evicting any and all occupants and removing any and all personalty in conformance with all applicable laws.

8. **DEFAULT AND REMEDIES.** In the event that Seller fails to close hereunder for a

reason other than the default of Buyer, Buyer's remedies shall be limited to return of Buyer's deposit. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall have all remedies available at law and equity and shall also keep Buyer's deposit.

9. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction.

10. ADJUSTMENTS, PRO-RATIONS AND CLOSING COSTS.

(a) The recording of the deed of conveyance and the fee associated therewith is the sole responsibility of the Buyer.

(b) Maine real estate transfer tax as applicable shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.

11. GENERAL PROVISIONS. This Agreement may be executed in duplicate originals and is to be construed under the laws of Maine. Time is of the essence of this Agreement. This Agreement is binding and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be cancelled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed as duly given on the date of service of served personally or on the date of mailing if mailed. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER:

Treasurer
Town of Raymond, Town Hall
401 Webbs Mills Road
Raymond, ME 04071

TO BUYER:

If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof. The signatories hereto represent and warrant that they are duly authorized to enter this Agreement on behalf of their respective interests and that their signatures below bind the parties to the terms hereunder.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date above written.

WITNESS:

BUYER:

WITNESS:

BUYER:

=====

=====

WITNESS:

SELLER:
TOWN OF RAYMOND, MAINE

By: _____
[Treasurer's Name]
Treasurer

DRAFT

MUNICIPAL TAX RELEASE DEED

The Inhabitants of the Town of Raymond, Maine, a body corporate and politic located in Cumberland County, Maine **FOR CONSIDERATION PAID**, releases to _____, _____, whose mailing address is _____, the Town's interests in the real property located at _____, Raymond, Maine, which property is also described as Map ____, Block ____, Lot ____ on the Official Tax Maps for the Town of Raymond, prepared by _____, in _____, as updated, amended and maintained by the Town of Raymond Assessor and on file in the Raymond Town Office.

The Town's interest in this property acquired by virtue of the following tax liens recorded in the Cumberland County Registry of Deeds as follows:

Book _____, Page _____

The Town conveying hereunder no other interests; and further excepting and reserving from this conveyance any liens securing payment of property taxes on the premises as are not currently due or payable.

The Town of Raymond, Maine has caused this instrument to be signed in its corporate name by its Treasurer, duly authorized, this ____ day of _____, 2010.

WITNESS:

TOWN OF RAYMOND, MAINE

By: _____

[Treasurer's Name]

Treasurer, Raymond, Maine

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2010

Personally appeared the above named _____, in his/her capacity as Treasurer of the Town of Raymond, Maine and acknowledged the foregoing instrument to be his/her free act and deed and in his/her said capacity for the municipal corporation.

Before me,

My Commission Expires:



TAX ACQUIRED PROPERTY POLICY

Adopted by the Board of Selectmen - May 18, 1995

Amended - August 3, 1999

Amended – March 9, 2010

1. The purpose of this policy is to provide guidance regarding properties acquired by the Town for non-payment of taxes.
2. If the former owner, after the property has achieved tax acquired status, requests a reasonable payment schedule that will provide for the repayment of all outstanding taxes, the Tax Collector will allow a payment schedule for up to 60 months from the date of automatic foreclosure. (a) If the payment schedule, as established by the Tax Collector, is not acceptable to the taxpayer, appeal may be made to the Board of Selectmen.
3. If the Taxpayer becomes more than 90 days delinquent in meeting the payment schedule as established, or is not current as of June 30th of any given year, the account will be referred to the Board of Selectmen for redemption and/or sale.
4. If the Selectmen determine that a property should not be retained under Section 5 and that the taxpayer is delinquent under Section 3, the Taxpayer or other party in interest will be offered the right of immediate redemption by paying all outstanding taxes, interest and costs within 30 days of receiving notice.
5. **Retention of Property:** The Selectmen shall retain property for the benefit of the Town, if they deem it in the best interest of the town to do so. By way of example, but not of limitation, the Selectmen might deem it in the best interest of the town to retain property where: (a) The property has or will have recreational value or economic value to the Town, (b) The property has or will have potential for a public facility or additions to public facilities, (c) Retention of the property will provide a residence for an individual or individuals who otherwise will require public assistance from the Town.
6. **Sale:** If a property is not retained by the Selectmen under Section 5, and if the property is not redeemed under Section 4, the property shall be sold by sealed bid or any other method approved by the Selectmen which maximizes the return to the Town. The Selectmen shall reserve the right to accept or reject bids in any bid process. A notice of intent to sell the property shall be published in the newspaper; shall be posted in those areas where warrants are posted; and shall be sent to the Taxpayer or Taxpayers who lost the property by certified mail, return receipt requested to their last known address.

APPROVAL SIGNATURES (for Amendment)

Chairman of Selectboard

Date

Selectman

Date

Selectman

Date

Selectman

Date

Selectman

Date

Tenny River Corridor Protection Project

Request to Town of Raymond

Funding Request

- The request is for \$15,000 from the funds overseen by the Raymond Conservation Commission (RCC). These funds are available and the RCC has endorsed this amount for this purpose. The funds will be used to complete the acquisition of a roughly 30-acre parcel along the southeastern side of the Tenny River.
- The purchase price for the Cole parcel is \$200,000; of this, \$130,000 has been raised to date.

What's the Plan?

- The Boy Scouts Pine Tree Council (PTC) will own the land with a conservation easement held by Loon Echo Land Trust (LELT), which has conserved 4,000 acres of land in its 25 year history.
- The PTC has signed a purchase agreement with the owner of the parcel that abuts PTC land on the east side of the river. Successfully acquiring this will mean that the PTC owns all the land on both sides of the southern half of the river.
- The conservation easement has been drafted and agreed to by the PTC and LELT. It will be signed when the acquisition of the initial parcel is complete.
- The long term goal is to preserve all the land on both sides of the Tenny, through easements and/or additional land acquisition.

Why the Tenny?

- The river is bookended at one end by Panther Pond and at the other by Route 85, where a public boat launch on Crescent Lake provides access for boaters.
- The Tenny is part of the Casco Bay watershed; water flows into Panther Pond, and from there into Sebago Lake which supplies drinking water for Portland.
- In 2010 a “Greenprint” for the Lakes Region, completed with the help of the Trust for Public Land, Loon Echo Land Trust, and the Raymond Conservation Commission, rated land bordering the Tenny as high priority for protection of water resources, and very high/high on the preserving plant and animal habitat map.
- The Town of Raymond has zoned the riverfront land for 2-acre lots; with the housing market strengthening, there will be growing pressure to develop the land for house lots.
- The Tenny is valued by boaters, bird watchers, and fishing enthusiasts for its wild feel and scenic views.

Don –

I reviewing the Open Space Plan, it appears that Tenny River is identified as a medium to high priority area. As Nancy points out, the Plan references the Open Space Fund, stating it can be used to supplement other funds to purchase land that meets a priority community need. From the Open Space Plan, it appears that it would be appropriate for the Town to spend money from the Open Space Fund to assist with the purchase of the Tenny River Property. It would be helpful to see any documents associated with the creation of the Open Space Fund to know for certain.

- Mary

Mary E. Costigan

Attorney

mcostigan@bernsteinshur.com

207 228-7147 direct

207 774-1200 main

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEIN SHUR | Click for Address: [Portland, ME](#) | [Augusta, ME](#) | [Manchester, NH](#) | [bernsteinshur.com](#)

Member, Lex Mundi, the world's leading association of independent law firms.

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

IRS notice: Unless specifically indicated otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (a) avoiding tax-related penalties under the Internal Revenue Code, or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

From: Nancy Yates [<mailto:nancy.yates@raymondmaine.org>]

Sent: Friday, October 18, 2013 11:23 AM

To: Don Willard; Mary E. Costigan

Cc: Danielle Loring; Shana Cook Mueller

Subject: Re: FW: Easement Review

I am attaching the Town's Open Space Plan, which was adopted at the June 2009 Town Meeting.

On page 23 it states that the Town's Open Space Fund could be used to supplement or leverage other funds to purchase land or conservation easements or purchase land that meets a priority community need. There is currently \$49806.70 in the Open Space Reserve.

I hope this helps answer your question.

Nancy Yates

On 10/18/2013 11:10 AM, Don Willard wrote:

The town has an Open Space Reserve Fund. I am not sure about specific spending strictures as it would relate to this purchase (not to my knowledge) Mary, but Nancy is researching and will send what she finds along to you ASAP.

Thank you.

Don Willard

Town Manager

401 Webbs Mills Road
Raymond, Maine 04071
(207) 655-4742 x 131
(207) 650-9001

www.raymondmaine.org

On 10/18/2013 10:02 AM, Mary E. Costigan wrote:

Don -

They reference a "conservation fund" in their request. Does the town have such a fund? If so is there documentation regarding how that fund can be spent?

- Mary

Mary E. Costigan
Attorney
mcostigan@bernsteinshur.com
207 228-7147 direct
207 774-1200 main
[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEIN SHUR | Click for Address: [Portland, ME](#) | [Augusta, ME](#) |
[Manchester, NH](#) | bernsteinshur.com

Member, Lex Mundi, the world's leading association of independent law firms.

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

IRS notice: Unless specifically indicated otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (a) avoiding tax-related penalties under the Internal Revenue Code, or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

From: Don Willard [<mailto:don.willard@raymondmaine.org>]
Sent: Friday, October 18, 2013 9:32 AM
To: Mary E. Costigan
Cc: Danielle Loring; Shana Cook Mueller
Subject: Re: FW: Easement Review

Hello Mary,

I may be wrong on this point, but I think the only question is whether it is legally permissible to use public money to help acquire the property under the below conditions. There are no local prohibitions/conditions that I am aware of to help guide us on this issue.

Thank you.

Don Willard

Town Manager

401 Webbs Mills Road

Raymond, Maine 04071

(207) 655-4742 x 131

(207) 650-9001

www.raymondmaine.org

On 10/18/2013 9:11 AM, Mary E. Costigan wrote:

Danielle –

I apologize for the delay in my response. I did review draft conservation easement between the Boy Scouts and Loon Echo. It is my understanding that the groups are asking the Town for a donation of \$15,000 from the conservation fund to support Phase I of the project. It is not clear to me from their request what Phase I is and what they need the money for, but I assume it is to purchase the property. I am not familiar with the Town's conservation fund, so I am unable to tell you if such a donation is appropriate. If you have documentation regarding the fund that you would like me to review, I would be happy to take a look.

The aspects of the conservation easement that the Town would be interested in are those regarding public access and can be summarized as follows:

1. The property consists of 28 acres of land and 970 feet of shoreline on the Tenny River.
2. The agreement states that the Boy Scouts, Loon Echo Land Trust, *the Raymond Conservation Commission* and area residents have collaborated to permanently conserve the property.
3. The property adjoins the Boy Scouts' Camp Hinds property.
4. The Boy Scouts will use this property as a primitive nature and recreational area for the camp.
5. The property is required to remain undeveloped with the following exceptions: the Boy Scouts may construct one privy and may install minor structures associated with outdoor recreation, such as steps, bog bridges, etc.
6. Piers, docks and floats are not permitted.
7. The Boy Scouts may expand an existing clearing to a maximum of 2,000 sq. ft.
8. The Boy Scout may conduct commercial forest management in accordance with a forest management plan.
9. The Boy Scouts can use the property for daytime or nighttime low-impact, outdoor recreational uses, including low-impact overnight camping within a designated camping area.

10. The Land Trust has the right to assure that the general public will have access to the property for daytime, low-impact outdoor recreational uses and the Boy Scouts agree to allow such public use and will "refrain from prohibiting, discouraging, or charging a fee for such use."

11. Low-impact uses are those such as hiking, nature observation and study, cross country skiing and snowshoeing. Snowmobiling will also be permitted.

12. The Boys Scouts may limit or prohibit the following public uses of the property: hunting, trapping, fishing, nighttime use, camping, fires, picnicking, parking, loud activities, bicycling, use of motor vehicles, access by domesticated animals or pets, or any other use that interferes with the conservation purposes of the easement.

The public use on the property is limited to the above-listed uses. As I am not familiar with the area, I am uncertain as to whether the property is truly accessible by the public in order to use the property. There will be no parking lot and no dock provided for access.

Please let me know if you have any questions or if I can provide further information.

Thank you –

Mary

Hi Danielle - got your message. The RCC voted unanimously in favor of the following motion at our March 7, 2012:

Do you favor expending \$10,000 from the Raymond Open Space Reserve Fund to be used toward the purchase of 32 acres along the Tenny River, contingent upon a conservation easement being successfully negotiated with Loon Echo ? The property includes approximately 900 feet of river frontage and includes High and Moderate-High Priority land areas as mapped during the recently completed GreenPrint project. The land would be purchased and owned by the Pine Tree Counsel (Boy Scouts of America).

We received three email votes in favor on the day of the meeting from members who could not attend the meeting and five votes in person at the meeting. During the meeting the following conditions were added to the motion:

1. Loon Echo holds the easement
2. The entire acreage of the lot be included in the project (it is acknowledged that the actual acreage is 29)
3. An outline of the terms of the easement be provided to the town for approval ahead of any closing.

See you on the 10th, thanks

John Rand
RCC Chair

The Tenny River Corridor Protection Project

THE TRANQUIL TENNY RIVER meanders between Crescent Lake and Panther Pond in Raymond, Maine. Generations of lake residents, visitors, and campers have explored its lovely mile-long river trail of undeveloped waters and shores.

For decades, the land along the Tenny's banks has been in private ownership, currently by just four landowners. One of these is the Pine Tree Council of the Boy Scouts of America (BSA), which owns Camp Hinds, a 280-acre wilderness camp in existence for over 80 years.

In the summer of 2010, the potential development of property along the Tenny River led to an unprecedented opportunity to preserve it.

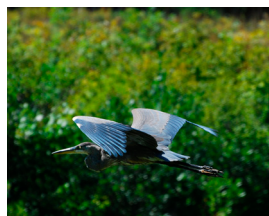
The Tenny River Corridor Protection Project, a collaboration between local landowners, the Pine Tree Council, and Loon Echo Land Trust, plans to protect the land along the Tenny in three phases.



The first phase involves the purchase of Parcel I —29 acres, immediately adjacent to Pine Tree Council land, as shown on the map.

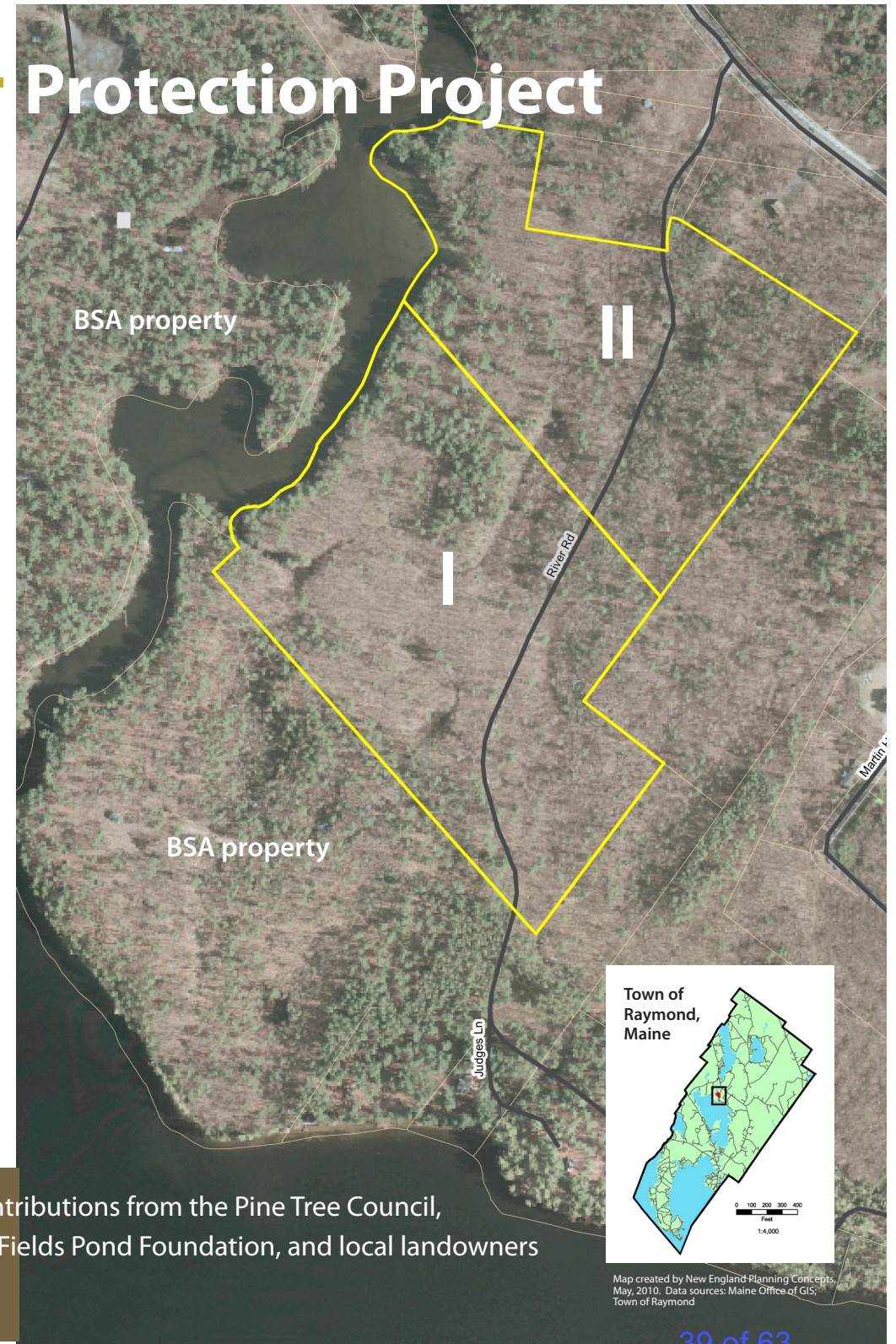


Once the purchase is complete, the BSA will have use of the land for wilderness programs, but the land will be permanently protected by a conservation easement to be held by Loon Echo Land Trust. A similar plan is envisioned for Parcel II, just adjacent to the first parcel (pending discussions with the property owner). In the third phase, the Pine Tree Council will institute comparable protections for their shoreline along the remaining length of the river.



By 2014, the Tenny River Corridor Protection Project

needs to raise \$226,000 to purchase the first 29-acre parcel. Contributions from the Pine Tree Council, the Davis Conservation Foundation, the Portland Water District, the Fields Pond Foundation, and local landowners have already resulted in over \$109,000!



*Please join us in
securing the future of the Tenny River
for all to enjoy!*



The Tenny River is home to a rich habitat

for fish, birds, and other wildlife. As part of the Casco Bay watershed system, it contributes to the water quality of Panther Pond and Sebago Lake. It has



been identified by both the Town of Raymond open space plan and the broader regional "Greenprint" planning process led by Loon Echo Land Trust as *a high priority for protection.*

By 2014, we need to raise \$117,000 to secure the Tenny River's future!

To find out how you can make your tax-deductible donation, please contact:

- John Palmer, Raymond
207-846-3726 x211
johnp@cape-shore.com
- Horace Horton, Pine Tree Council
207-774-0317
hhorton@ddl.com



Regional "Greenprint" for the Lakes Region:
<http://tinyurl.com/m6fy57o>

Town of Raymond's Open Space Plans:
<http://tinyurl.com/q2y63gq>



Protecting

THE Tenny River Corridor

Protecting the quality of the Tenny's water and the waters it connects: wetlands, streams, river and lakes.

Preserving forever the river corridor for nature observation and education, low-impact boating and fishing.

Allowing for sustainable habitat preservation and forest management.

Tenny River Corridor Protection Project

Conservation Easement: Executive Summary

Background

Since 2010 a group of local landowners, the Pine Tree Council of the Boy Scouts of America, and the Loon Echo Land Trust have been working together to preserve land along the Tenny River. The Town of Raymond's 2009 Conservation Plan identified the Tenny as an important area for protection. The long term goal is to protect the entire length of the river between Panther Pond and Crescent Lake.

We are requesting \$15,000 from the Town of Raymond's conservation fund to support the Phase 1 of the project, which will cost approximately \$220,000. We have raised half of this to date and are actively raising the remainder.

The conservation easement has been drafted with input from all the parties, and is ready for signature once the fundraising is complete. The Pine Tree Council (PTC) will own the land and be the grantor of the easement, which will be held by Loon Echo Land Trust (LELT).

Summary of Easement Terms

- The primary purpose of this project is to protect habitat and water quality; the Tenny is part of the Sebago Lake watershed which supplies water to 200,000 Greater Portland residents. The Tenny also offers significant habitat for a wide range of fish, birds and other wildlife including the redbreast sunfish, largemouth bass, heron, loons, and turtles.
- A secondary purpose is to preserve the wilderness feel of the river, and to provide limited public access.
- In this easement, "limited public access" means access for snowmobilers, mountain bikers, horseback riders, and hikers. The public can also access the land from the river.
- Use of the land by the general public will be restricted during the summer when the PTC will use the land for its programming. The PTC plans to use it for low impact "wilderness camping".
- Hunting will be allowable with the permission of the PTC.
- There will be no parking area provided, and no dock on the Tenny River.
- The PTC (in consultation with LELT) will have the right to control use by the general public that interferes with the conservation purposes of the easement (such as loud activities, use by hunters, or access by pets, etc.)
- No permanent structures will be allowed, other than privies or composting toilets (which must meet local and state guidelines for construction), fire rings, some trails, bog bridges, barriers to prevent access by motor vehicles or ATVs, and signage.
- Commercial forest management will be allowed, but must comply with Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Conservation, Maine Forest Service (or other standards approved by LELT).

**CONSERVATION EASEMENT ON LAND
ON TENNY RIVER IN
RAYMOND, MAINE
TO BE HELD BY
LOON ECHO LAND TRUST, INC.**

PINE TREE COUNCIL, INC. BOY SCOUTS OF AMERICA, a Maine nonprofit corporation having a mailing address of _____, hereinafter referred to as the “Grantor”;

for consideration being an absolute and unconditional gift

GRANTS with QUITCLAIM COVENANT, in perpetuity,

to **LOON ECHO LAND TRUST, INC.**, a Maine nonprofit corporation having a mailing address is 8 Depot St., Suite 4, Bridgton, Maine 04009, hereinafter referred to as the “Holder”;

the following described premises: A Conservation Easement pursuant to Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive, as amended, over, through, under and across a certain parcel of land on the easterly side of the Tenny River and on both sides of a private road known as River Road in the Town of Raymond, County of Cumberland, and State of Maine, being more particularly described in **Exhibit A**, and depicted on **Exhibit B**, both attached hereto and made a part hereof, being a portion of that premises acquired by deed to the Grantor dated _____ and recorded in the Cumberland County Registry of Deeds at Book ____, Page ____ (hereinafter referred to as the “Protected Property”), exclusively for conservation purposes as follows:

Conservation Purposes

The purposes of this Conservation Easement (hereinafter referred to as the “Conservation Purposes”) are to protect and preserve in perpetuity, in no order of priority:

- *the water quality of the Protected Property and the Tenny River and nearby Crescent Lake and Panther Pond;*
- *the ecological resources and wildlife values associated with the forest and riparian habitat (including, without limitation, plants, fisheries habitat, waterfowl habitat, mammalian habitat, and amphibian and reptile habitat);*
- *the scenic views of an unbroken forested landscape on the Protected Property from public vantage points on the Tenny River and on the Protected Property;*
- *low-impact, public, nature-based and outdoor-based educational and recreational opportunities.*

Grantor and Holder intend that this Conservation Easement will confine, in perpetuity, the uses of the Protected Property to activities that are compatible with the Conservation Purposes.

RECITALS

WHEREAS the Protected Property is 28 acres of prime, developable land in an area experiencing continued growth, and is in a natural undeveloped state, adjacent to the shore of Tenny River, which flows between Crescent Lake and Panther Pond;

WHEREAS the Protected Property includes approximately 970 feet of shoreline on the Tenny River, 2100 feet of streams that include designated brook trout habitat, and 0.8 acres of wetlands that serve as a buffer against flood hazards and help recharge the high yield sand and gravel aquifer;

WHEREAS the Tenny River serves as a public recreational water channel for boating and fishing and it connects Crescent Lake to Panther Pond;

WHEREAS according to the “Maine’s Finest Lakes,” a 1989 report analyzing all Maine water bodies of 10 acres or more prepared by the Maine Critical Areas Program; Crescent Lake and Panther Pond were designated in the study as possessing significant physical features;

WHEREAS the Tenny River flows into Panther Pond to Panther Run and into Sebago Lake. Sebago Lake serves as the drinking water reservoir for approximately 200,000 residents in Greater Portland and its waters are of such high quality that the Portland Water District operates this public water supply with a waiver from US EPA therefore avoiding costly, advanced filtration requirements under the Safe Water Drinking Act;

WHEREAS the Tenny River is substantially shaded by forest vegetation and contains wildlife and habitat for a wide range of fish, birds and other wildlife including the redbreast sunfish, largemouth bass, heron, loons, and painted and snapping turtles;

WHEREAS the Protected Property serves as a scenic area with an undisturbed forested shoreline appreciated by boaters and other users that access the Tenny River;

WHEREAS the Protected Property adjoins the Boy Scouts of America’s Camp Hinds property that is approximately 280 acres in size and serves as a youth camp facility managed for outdoor educational purposes; The Protected Property is intended to serve as a more primitive nature and recreational area for the Camp’s programs;

WHEREAS the 2004 Town of Raymond Comprehensive Plan’s goals for natural resource protection include to “increase the amount of permanent open space area so as to protect important natural resources; maintain or improve the quality of surface water and protect it from point source and non-point source pollution; preserve wetlands in their natural state; and preserve the Town’s scenic areas”;

WHEREAS the 2009 Town of Raymond Conservation Plan's composite map of six combined goals shows distinct regions of the town that are important natural areas for protection and one such region is the Tenny River;

WHEREAS the 2010 Lake Region Greenprint plan identifies seven goals for natural resource and quality of life protection and the lands that border the Tenny River score as high priority for protecting water resources and preserving plant and animal habitat, the two highest of seven goals;

WHEREAS the Grantor, Holder, the Raymond Conservation Commission and area residents have collaborated to permanently conserve the Protected Property;

NOW, THEREFORE, in consideration of the above recited Conservation Purposes and recitals and of the covenants, terms, conditions and restrictions herein contained, and pursuant to the laws of the State of Maine, Grantor and Holder have established, forever and in perpetuity, a Conservation Easement in gross over the Protected Property, as follows:

1. LAND USE

For the purposes of land use restrictions and reserved rights hereunder, the Protected Property contains a buffer area (hereinafter the "Buffer Area") consisting of a strip of land of one hundred feet (100') from the easterly bank of the Tenny River, as more particularly depicted in Exhibit B.

No commercial, industrial, residential, surface or subsurface mining, or other resource extraction, or building development activities are permitted on the Protected Property, except forest management, in accordance with the specific restrictions contained hereinbelow. For the purposes of this Conservation Easement, the incidental sale of interpretive literature or use of the Protected Property for charitable fundraising, outdoor nature-based camp programs and educational activities, community events, and tours shall not be deemed commercial uses.

Without limiting or expanding the general and specific restrictions of this Conservation Easement, no use shall be made of the Protected Property and no activity thereon shall be permitted which is or is likely to become inconsistent with the Conservation Purposes of this Easement. Grantor and Holder acknowledge that in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Conservation Purposes of this Easement. Therefore, Holder, in its sole discretion, may determine whether proposed uses or proposed improvements not contemplated by or addressed in this Easement are consistent with the Conservation Purposes of this Easement.

Prior to commencement of any allowed uses of the Protected Property that require permits, all necessary federal, state, municipal, and other governmental permits and approvals shall be secured by Grantor and copies thereof shall be provided to the Holder.

The Protected Property shall not be included as part of the gross tract area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or

land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

2. DIVISION

For the purposes of this Conservation Easement the Protected Property shall remain as an entirety under single ownership, without division, partition, subdivision, subjection to the Maine Time Share Act (33 M.R.S.A. c 10-A) or Maine Condominium Act (33 M.R.S.A. c 31), or other legal or *de facto* creation of lots or parcels in separate ownership or the creation of separate parcels of real estate, except that the

Grantor may enter into boundary line agreements to resolve bona fide boundary disputes with the prior written consent of Holder, which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order.

Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder for conservation ownership, subject to the continuation of the terms of this Conservation Easement or the replacement of this Conservation Easement with a Declaration of Trust that is at least as protective of the conservation values of the Protected Property as this Conservation Easement.

Notwithstanding the foregoing, an undivided parcel may be owned as a joint tenancy or as a tenancy in common.

3. STRUCTURES

A. Definition

For the purposes of this Conservation Easement, a “structure” shall be defined broadly as: any manmade combination of materials on, over, in and/or under the ground. A structure may be primarily two dimensional, such as a paved parking lot or a sign, or three dimensional, such as a building, wall or piping.

B. Existing Structures

As of the date of this grant, there are no known structures on the Protected Property except boundary markers, utility poles/lines, and stone walls. Grantor reserves the right to maintain, repair, and replace these existing structures with substantially similar structures located in substantially the same locations.

C. Additional Structures

No additional structures of any kind, temporary or permanent, may be located beneath, on or above the Protected Property, except however, the Grantor reserves the following rights:

(i) to construct, maintain, repair and replace one privy structure that may include a pit or composting toilet, said privy structure to be (1) located outside of the Buffer Area and at least one hundred feet (100') from the westerly edge of River Road; (2) constructed of exterior surface materials that blend with the natural surroundings and complement the natural and scenic features of the landscape; and (3) built to the standards that the state health code requires;

(ii) to construct, maintain, repair and replace minor structures to enhance the opportunity for low-impact outdoor recreation, including but not limited to such structures as boundary markers, trail markers, small unlighted informational and interpretive signs, trail improvements such as steps, bog bridges, water bars, and railings, wildlife observation blinds, fire rings, steel gates, barriers or low fences to prevent access by motor vehicles or protect fragile areas or scientific research areas; provided that they shall be constructed of dark-colored or natural-appearing materials that blend with the natural surroundings and located to complement the natural and scenic features of the landscape. Notwithstanding the foregoing, high-impact outdoor recreational structures are prohibited, including but not limited to paved trails, boardwalks other than bog bridging, docks, piers and floats, tent platforms, lean-tos, yurts, outhouses or portable toilets (except as permitted in 3.C(i) above), gazebos, golf courses, golf ranges, swimming pools, campgrounds, mud runs, tennis and other recreational courts, paintball, zip line, and other adventure courses, stadiums, performance stages, dressage fields, equestrian rings, polo fields, ATV or race tracks or courses, towers, playgrounds, athletic courts or fields, airstrips, and permanent aircraft pads; and

(iii) to permit third parties to construct, maintain, repair, and replace structures permitted under any utility and access easements that precede the effective date of this Conservation Easement. To the extent of Grantor's authority, all additional utility structures within these rights of way shall be located underground to the extent economically and topographically practicable.

4. SURFACE ALTERATIONS

A. Existing Surface Alterations

As of the date of this grant, there are no surface alterations on the Protected Property except for:

- the private road known as River Road;
- approximately 1,500 feet of a snowmobile trail that traverses the easterly parcel and then follows River Road;
- approximately 1,200 feet of a woods road and an approximately _____ (___) square foot clearing near the river;

all located generally as depicted in Exhibit B or documented in the Baseline Documentation.

Grantor reserves the right to maintain, repair or improve the existing surface alterations listed above in substantially the same locations (except to the extent that alternative locations and

additional improvements are otherwise permitted hereinbelow at Paragraphs 4(B) and 4(C)), except that any portions of existing clearing that are located in the Buffer Area shall be required to revert to a natural vegetative state.

B. Additional Surface Alterations

No additional filling, dumping, excavation or other alteration may be made to the surface or subsurface of the Protected Property, except however, the Grantor reserves the right to:

- (i) to the minimum extent necessary, install and maintain the structures permitted in Paragraph 3 and to engage in vegetation management activities (in accordance with Paragraph 5);
- (ii) establish and maintain additional unpaved trails to enhance the opportunity for low-impact, daytime, outdoor recreation, provided that they are located and designed in a manner to minimize soil erosion and damage to fragile plant communities and wildlife habitat. The surfaces of said trails shall not be made of bituminous paving or similar materials but may be constructed with a firm and stable surface to accommodate wheelchairs and similar mobility devices;
- (iii) expand the existing clearing to a maximum of two thousand square feet (2,000), all of which must be situated outside of the Buffer Area;
- (iv) upon prior written consent of Holder, alter the surface for ecological education, archaeological investigations, or scientific research conducted under then-current professional standards; provided that the alterations are designed and located in a manner to prevent soil erosion and prevent damage to fragile plant communities and wildlife habitat; and that the disturbed area surrounding the alteration must be restored as soon as reasonably possible to a state consistent with the conservation values of the Protected Property.

C. Easements and Rights of Way. Grantor may not grant additional easements or rights of way over the Protected Property, nor increase the scope of existing easements or rights of way without the prior written consent of Holder. No additional through roads are permitted on the Protected Property.

5. VEGETATION MANAGEMENT

As of the date of this grant, the Protected Property is in a substantially undeveloped condition, with forest and wetland areas, as depicted on Exhibit B and as documented in the Baseline Documentation.

A. Vegetation Management Generally. Vegetation may not be cut, disturbed, altered or removed from the Protected Property without the prior written consent of Holder, except that Grantor reserves the rights to alter vegetation as follows:

(i) to clear, selectively cut, prune, and manage vegetation and forest cover to the extent necessary to exercise the reserved rights of the Grantor in Paragraph 1, 3, and 4, and provided that in every case the disturbed surrounding area must be restored as soon as possible to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

(ii) to manage forested land, except within the Buffer Area, by selective cutting, pruning, and planting for non-commercial purposes such as the harvesting of products for use on the Protected Property or Grantor's Abutting Land, for lumber and firewood, and for Grantor's educational programs;

(iii) to combat active fire to the minimum extent reasonably necessary;

(iv) to remove safety hazards for the uses permitted hereunder;

(v) to mark boundaries;

(vi) to engage in commercial forest management activities (in accordance with Paragraph 5.B);

(vii) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to remove invasive species;

(viii) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to reduce the threat of potential fire;

(ix) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to protect, restore or support native wildlife species and rare or endangered plants; and

(x) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to control or prevent the spread of disease.

Notwithstanding the foregoing provisions of this Section 5.A, any harvesting of more than five (5) cords of wood within any calendar year shall require a Forest Management Plan (in accordance with Paragraph 5.B).

B. Commercial Forest Management

Except within the Buffer Area, Grantor reserves the right to conduct commercial forest management in accordance with a Forest Management Plan, which shall contain specific limitations and measures designed to achieve the following goals:

(i) maintenance of soil productivity;

(ii) maintenance or improvement of the forest for diverse age, species composition and structure;

- (iii) protection of the quality of surface and subsurface water bodies, including aquifers;
- (iv) protection of unique or fragile natural areas;
- (v) conservation of indigenous plant and animal species; and
- (vi) conservation of scenic quality of forested areas when viewed from public vantage points on the Tenny River and on the Protected Property.

Said Forest Management Plan and any commercial forest management activities shall also comply with the then-current “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Conservation, Maine Forest Service, or alternate standards approved by Holder.

Grantor shall provide Holder with a copy of all written Forest Management Plans and their subsequent revisions and updates within a minimum of thirty (30) days after their completion. Said plan shall have been prepared by a licensed professional forester not more than ten (10) years prior to the date the forestry activities are to commence.

Grantor shall provide Holder with written notice (in accordance with Paragraph 9 hereinbelow) of harvest operations within a minimum of thirty (30) days prior to commencement of such activities prescribed under the Forest Management Plan by Grantor or Grantor’s Agent. The written notice shall include a description or plan of activities such as the location of the harvest and timber landing areas; a harvest schedule; ingress and egress over permanent or temporary woods roads and streams; reclamation and stabilization of skid trails, temporary roads, and landing areas; and a list of necessary structures.

Harvest operations and road and landing construction shall be supervised by a licensed professional forester and conducted under a written contract with competent operators. Harvesting shall be conducted on frozen or dry ground to the extent practicable to prevent rutting, erosion, or compaction. Grantor shall notify Holder (in accordance with Paragraph 9 hereinbelow) upon completion of commercial forest management activity within thirty (30) days following completion, including completion of site reclamation and stabilization work required under the Plan.

Holder, in its process of inspection and monitoring (in accordance with Paragraph 8 hereinbelow) shall base its determination about compliance with the terms of this Conservation Easement on the outcomes and conditions resulting from any commercial forest management activities.

C. Invasive Species. Grantor and Holder are prohibited from planting or otherwise intentionally introducing or cultivating invasive plant species on the Protected Property, said species to be those included on the list of invasive species maintained by the Invasive Plant Atlas of New England, or a similar list approved in advance in writing by Holder.

6. WASTE DISPOSAL

Subject to any more restrictive local, state and federal laws and regulations, it is forbidden to discharge septic waste or wastewater into the surface waters on or abutting the Protected Property, or to dispose of or store rubbish, garbage, unserviceable vehicles, building debris, abandoned equipment or parts thereof, or other waste material that degrades the scenic or ecological conditions of the Protected Property. Waste, slash, compost and by-products of permitted vegetation management may be stored or disposed of on the Protected Property, provided that such storage or disposal does not create a potential fire hazard, impact wetlands, or have adverse long-term impact on the scenic attributes associated with the protected property.

The use, storage, discharge or runoff of chemical herbicides, pesticides, fungicides, detergents or highly acidic or alkaline agents, fertilizers and other toxic agents, including discharge of potentially toxic waste water or other toxic byproducts of permitted uses, shall be prohibited, unless either (i) their use is recommended in writing by a licensed conservation professional for wildlife habitat enhancement or anti-invasive purposes, and after prior notice to Holder (in accordance with Paragraph 9.C), or such shorter period approved by Holder in urgent circumstances; or (ii) their use is approved in advance and in writing by Holder as appropriate, in its sole and exclusive discretion, to prevent or mitigate harm to the natural resources or permitted uses of the Protected Property. Use of such agents shall be carried out in accordance with all applicable local, state, federal and other governmental laws and regulations and shall only occur if other potential treatments are ineffective or infeasible in managing the specific vegetation management concern, and all uses of such agents shall follow best management practices established by governmental agencies or other similar authority and in effect at the time of proposed use of such agents.

7. RECREATIONAL USES

- A. Low-Impact Outdoor Recreational Uses. Grantor shall have the right to use the Protected Property for daytime or nighttime low-impact, non-motorized (except for motorized wheelchairs or similar devices for the disabled and for snowmobile use), outdoor recreational uses, including, without limitation: hiking, nature observation and study, bicycles, horseback riding, cross country skiing, snowshoeing, fishing, hunting, and nature-based outdoor education and scientific research.
- B. Camping Only Within the Camping Area. Grantor shall have the right to use the Camping Area, as generally depicted on Exhibit B, for low-impact overnight camping, provided that such camping shall be conducted only in temporary tents or other similar structures and not in any permanent or high-impact structures.
- C. Limited Public Access. Grantor grants Holder the right to assure that the general public will have access to the Protected Property for daytime, low-impact, non-motorized (except for motorized wheelchairs or similar devices for the disabled and for snowmobile use), outdoor recreational uses, including, without limitation: hiking, nature observation and study, cross country skiing, and snowshoeing. To that end, Grantor agrees to permit, and will refrain from prohibiting, discouraging or charging a fee for such use of the Protected Property. Grantor and Holder may jointly establish rules and regulations to protect the conservation values of the Protected Property.

Furthermore, Grantor may control, limit or prohibit, by posting and other means, any of the following uses by the general public: hunting, trapping, fishing, night time use, camping, fires, picnicking, parking, loud activities, bicycling, use of motor vehicles, access by domesticated animals or pets, or any other public or private use that may interfere with the Conservation Purposes of this Easement or if such uses result in rutting or erosion or other damage to natural resources. Any posting or other controls or limits on such uses must be specific to the prohibited use and how it is limited and shall be approved in advance by Holder (in accordance with Paragraph 9 hereinbelow).

- D. Motorized Vehicles for Property Management. Grantor shall have the right to use motorized vehicles on the Protected Property for all property management activities permitted under this Conservation Easement, provided that said vehicles are operated in a manner so as to minimize harm to the Conservation Purposes.
- E. Recreational Use Statute. Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under 14 M.R.S. Section 159-A, et seq. as amended and successor provision thereof (The Maine Recreational Use Statute), and under any other applicable provision of law and equity.

8. Holder's Affirmative Rights

8.A. Entry and Inspection. Holder shall have the right to enter the Protected Property for inspection and monitoring purposes and for enforcement, at a reasonable time and in a reasonable manner that is consistent with the Conservation Purposes hereof. Except in emergency circumstances, Holder will make reasonable efforts to contact Grantor and/or persons in residence on Grantor's adjacent property, prior to entry onto any area of the Protected Property. "Emergency circumstances" shall mean that the Holder has a good-faith basis to believe a violation of the easement is occurring or is imminent.

8.B. Enforcement. Holder shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

Prior to initiation of an enforcement action, Holder shall provide Grantor with prior notice (in accordance with Paragraph 9 hereinbelow) and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

If Holder is the prevailing party in any action against Grantor to enforce or defend this Conservation Easement, Grantor shall reimburse Holder for any reasonable costs of enforcement or defense, including court costs, mediation and/or arbitration costs, reasonable attorneys' fees, and any other payments ordered by such Court or arbitrator.

Grantor is not responsible for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Grantor's control, such as fire, flood, storm,

and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

8.C. Boundaries. It shall be Grantor's obligation to keep the boundaries of the Protected Property and the Buffer Area clearly marked. In the event boundaries are not adequately clear or marked and Grantor fails to accurately mark within a reasonable time after notice by Holder, Holder shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Protected Property or any part thereof. The costs associated with such survey work shall be paid by the Grantor if and to the extent necessary to determine if a breach of this Conservation Easement has occurred.

8.D. Holder Acknowledgement Signs. Holder shall have the right to install and maintain small unlighted signs visible from public vantage points and along boundary lines, to identify Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.

9. Notices and Requests for Approval

A. Notice and Approval Requirements. Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, and where prior notice or approval is specifically required in this Conservation Easement. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Easement and the conservation purposes hereof. Holder's approval shall be conditioned on compliance with the terms of Paragraph 13.F.

B. Method for Notice. Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to Grantor and Holder, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Grantor: At the address of the owner(s) of record as noted hereinabove or as provided by Grantor in writing, or if not provided, as set forth below.

To Holder:
Loon Echo Land Trust, Inc.
8 Depot St., Suite 4
Bridgton, Maine 04009

In the event that notice mailed to Holder or to Grantor at the last address on file with Holder is returned as undeliverable, the sending party shall provide notice by regular mail to Grantor's last known address on file, or the State Tax Assessor in the case of land in the unorganized territories; or in the case of Holder or Third Party, or in the case of a corporate

owner, to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed compliance with the notice provisions of this Easement.

C. Time for Notice and Reply

i. Where Grantor is required to provide notice to Holder pursuant to this Easement, such notice as described hereinabove shall be given in writing thirty (30) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.

ii. Where Grantor is required to obtain Holder's prior written consent and approval, such request as described hereinabove shall be given in writing thirty (30) days prior to undertaking the proposed activity except as otherwise specifically provided herein. Holder, upon receipt of Grantor's request, shall acknowledge receipt of the same. Following such review, Holder shall grant, grant with conditions, or withhold its approval. Failure to approve Grantor's request within thirty (30) days shall be deemed a denial of such request. No proposed activity may proceed without Holder's written consent and approval as provided herein.

10. Costs, Taxes, Liability

A. Taxes and Liens. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and shall avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances that may adversely impact Holder's rights hereunder, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor; and Grantor shall promptly notify Holder of the filing or recording of any such lien or encumbrance. Holder may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under Title 14 MRSA Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Grantor and Holder agree that Holder shall have a lien on the Protected Property to secure Holder's right to reimbursement and that Holder may record such lien at any time. In any collection process or court action brought by Holder for reimbursement, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys fees.

B. Responsibility of Owners. Grantor acknowledges that Holder has neither possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property. Grantor shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages, or expenses of any kind including, without limitation, reasonable attorneys fees, that Holder may suffer or incur as a result of or arising out of the activities of Grantor or any other person on the protected property, other than those caused by the negligent acts or acts of misconduct of Holder, and except those arising out of Holder's workers' compensation obligations. Holder's right to be

defended, held harmless and indemnified by Grantor shall extend without limitation to any action based upon the presence of toxic and/or hazardous substances upon or emanating from the Protected Property.

12. Standard Provisions

A. Maine Conservation Easement Act. This Conservation Easement is established pursuant to the Maine Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

B. Qualified Holder. The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(B), as amended, a publicly supported, nonprofit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational or open-space values of real property, and with the commitment to preserve the conservation values of the Protected Property.

C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the Conservation Purposes.

D. Baseline Documentation. In order to establish the present condition of the Protected Property and its conservation attributes protected by this Conservation Easement so as to be able to monitor properly future uses of the Protected Property and assure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation") and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant.

E. Liens Subordinated. Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Protected Property.

F. Takings, Extinguishment, Proceeds

1. The parties agree that the grant of this Conservation Easement creates a property right that vests immediately in Holder.

2. (a) If either Holder or Owner receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a “Taking”) with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

(b) In the event of a Taking of all or a portion of the Protected Property the following allocation provisions shall apply:

- (i) the parties agree that notwithstanding any other valuation process proposed to calculate compensation due to the parties by the entity accomplishing the Taking, Holder shall be entitled to a portion (“Holder’s Portion”) of the proceeds of any compensation award resulting from such Taking and Owner shall be entitled to the balance of the proceeds of such compensation award;
- (ii) Holder shall use such proceeds for its conservation purposes;
- (iii) Holder’s Portion of the proceeds of any compensation award shall be the proceeds multiplied by a fraction, the numerator of which is the amount by which the fair market value of the interest taken at the time of such Taking unrestricted by this Conservation Easement, is reduced by the terms and conditions of this Conservation Easement, and the denominator of which is the fair market value of the interest taken at the time of such Taking unrestricted by this Conservation Easement; and
- (iv) notwithstanding the foregoing, Holder’s Portion of the proceeds resulting from such Taking shall not include value of the Protected Property prior to such Taking attributable to authorized improvements made and paid for by Owner after the date of this grant. The value of the Holder’s portion shall include improvements made by or at the expense of Holder during the term of the Conservation Easement subject to depreciation unless the improvement was substantially renovated at the expense of the Owner after the date of transfer of the Protected Property to the Owner.

3. Except for a Taking by a person other than the Owner in accordance with Subparagraph 12.F.2, this Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the Conservation Purposes of this Conservation Easement are impossible to accomplish, and if both Owner and Holder agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or

in part, Holder shall be entitled to be paid no less than the increase in value of the Owner's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Owner and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent, as nearly as possible, with the stated, Conservation Purposes of this Conservation Easement. Owner agrees and authorizes Holder to record a notice of a claim to proceeds on the Protected Property, which claim will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.

13. General Provisions

A. Controlling Law and Interpretation. The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Maine Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement shall govern.

B. Grantor and Holder Definitions. The term "Grantor" or "Grantors" as used in this easement shall include, unless the context clearly indicates otherwise, the within-named Grantor(s), jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Holder" as used in this easement shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns.

C. Owner's Rights and Obligations, Joint Obligation. A person's or entity's obligation hereunder as Grantor, or successor owner of the Protected Property, shall be joint and several, and will cease, only if and when such person or entity ceases to have any ownership interest in the Protected Property, (or relevant portion thereof) but only to the extent that the Protected Property (or relevant portion thereof), is then in compliance herewith, and provided such person or entity shall have fulfilled the requirements of Paragraph 13.D below. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance.

D. Subsequent Deeds and Transfers. This Easement must be incorporated by reference in any deed or other legal instrument by which Grantors convey any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. Grantors further agree to give written notice to Holder within thirty (30) days of the transfer or conveyance of any interest in the Protected Property. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

E. Compliance/Estoppel Certificates. Upon written request by Grantor, Holder will provide Compliance/Estoppel Certificates to Grantor or third parties, indicating the extent to which, to Holder's knowledge after due inquiry, the Protected Property is in compliance with the terms of this grant. The inspection of the Protected Property for this purpose will be made by Holder at Grantor's cost within a reasonable time after Grantor's written request.

F. Discretionary Approvals and Amendments.

F.1. Discretionary Approvals. Grantor and Holder recognize that certain activities by the Grantor may warrant the prior discretionary approval of Holder, and that Holder has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this paragraph shall require either party to agree to any discretionary approval.

F.2. Amendments. Grantor and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, Grantor and Holder have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Holder, such amendment enhances or does not materially detract from the conservation values intended for protection under this Conservation Easement. Amendments will become effective upon recording at the Cumberland County Registry of Deeds. Nothing in this paragraph shall require the Grantor or the Holder to agree to any amendment or to negotiate regarding any amendment.

F.3. Further Limitations on Discretionary Approval and Amendments.

Notwithstanding the foregoing, except as provided by 33 M.R.S. §§ 476 *et seq.*, as amended, Holder and Grantor have no right or power to approve any action or agree to any discretionary approval or amendment that would

- (a) materially detract from the conservation values intended for protection;
- (b) limit the term or result in termination of this Conservation Easement; or
- (c) adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at Title 33, M.R.S. §476 *et seq.*

G. Economic Hardship. In making this grant, Grantors have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Grantors and Holder that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

H. Nonwaiver. The failure or delay of the Holder, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

I. Severability, Entire Agreement, No Forfeiture. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid. This instrument and the Baseline Documentation set forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to Grantor of any rights extinguished or conveyed hereby.

J. Standing to Enforce. Only Holder or Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

K. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

L. Independent Representation. Grantor has retained legal counsel to represent only its interest in this transaction. Grantor and Holder acknowledge and agree that they have not received and are not relying upon legal, tax, financial or other advice from each other. Grantor acknowledges that Holder has recommended that it keep independent counsel.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder, and its successors and assigns forever.

IN WITNESS WHEREOF, _____, the duly authorized _____ of the Pine Tree Council, Inc. Boy Scouts of America, has hereunto set his/her hand and seal this _____ day of _____, 2013.

Signed, sealed and delivered
in the presence of:

PINE TREE COUNCIL, INC.
BOY SCOUTS OF AMERICA

Witness

ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2013

Then personally appeared the above-named _____, duly authorized _____ of the Pine Tree Council, Inc. Boy Scouts of America, and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said corporation.

Before me,

Notary Public/Attorney at Law

Printed name

Holder Acceptance

The above and foregoing Conservation Easement was authorized to be accepted by Loon Echo Land Trust, Inc. and Loon Echo Land Trust, Inc. does hereby accept the foregoing Conservation Easement, by and through _____, its President, this _____ day of _____, 2013.

Signed, sealed and delivered in the presence of:

Loon Echo Land Trust, Inc.

Witness

By _____

Title: President, Loon Echo Land Trust, Inc.

STATE OF MAINE)
COUNTY OF _____)

_____, 2013.

Personally appeared _____, President, duly authorized representative of the above-named Loon Echo Land Trust, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Notary Public

Printed name of notary
My commission expires: _____

***CONSERVATION EASEMENT ON LAND
ON TENNY RIVER IN
RAYMOND, MAINE
TO BE HELD BY
LOON ECHO LAND TRUST, INC.***

**EXHIBIT A
Legal Description of the Protected Property**

***CONSERVATION EASEMENT ON LAND
ON TENNY RIVER IN
RAYMOND, MAINE
TO BE HELD BY
LOON ECHO LAND TRUST, INC.***

**EXHIBIT B
Sketch Plan**

Must show:

- Snowmobile trail
- Camping Area
- Buffer Area
- Fire ring
- Stone walls
- Utility lines
- River Road (also need to show there is legal deeded access on road to property)
- Woods road leading to Camping Area