

AGENDA
CITY COUNCIL OF THE CITY OF BATH, MAINE
Regular Meeting
Wednesday, November 4, 2020 6:00pm
Remote Meeting

*We encourage your comments and views and appreciate your participation
in your local government.*

A. Pledge of Allegiance

B. Roll Call

C. Public Hearings:

- 1) Ordinance – General Assistance Maximums for 2021 (second passage)

D. Consent Agenda

(Items as marked with an asterisk (*) on the agenda shall be considered routine matters not requiring debate. In the case of items marked with an asterisk, the motion as stated in parenthesis following the items on the agenda shall be considered to have been passed by the City Council as part of the Consent Agenda. Any Councilor wishing to have any item so marked with an asterisk removed from the Consent Agenda shall have the unlimited right to do so at any time prior to the vote by Council on the Consent Agenda. If such an item is removed from the Consent Agenda, it shall be dealt with in the normal course of the meeting.)

- *2) Minutes of the previous meeting of October 7, 2020 (motion to accept as presented)

E. Time Devoted to Residents to Address City Council

F. Resolutions, Orders and Ordinances

- 3) Acceptance of Election Tabulations for the State of Maine General (Presidential) Election, City of Bath Municipal Election and RSU #1 Board of Directors Election held on November 3, 2020.
- 4) Ordinance: Chapter 17. Vehicles and Traffic, Article 6. Stopping, Standing and Parking, Section 17-259 Parking Restrictions. (first passage)
- 5) Ordinance: LUC Amendment to Article 8.12, Historic Overlay District
- 6) Order: Approving purchase of Loader
- 7) Order: Approving purchase of Bulldozer
- 8) Order: Approving purchase of Sidewalk Plow
- 9) Order: Lease Agreement for 2 Town Landing, Suite 101, to Bath Brewing Company
- 10) Order: Lease agreement for 2 Town Landing to Kennebec Estuary Land Trust
- 11) Order: Approving Land Swap and Easement (Mallard Road)
- 12) Order: Accepting Transfer of Real Estate (Osprey Road)
- 13) Order: Approving Amended and Restated Butler Head Preserve Conservation Easement
- 14) Order: Sale of Water St. Property

G. Petitions & Communications

H. City Manager's Report

I. Committee Reports

J. Unfinished Business

K. New Business

L. Councilor Announcements

EXECUTIVE SESSION:

Real Estate Matters per 1 MRSA §405(6)(C)

ADJOURN



City of Bath

Finance Department
Bath City Hall – 55 Front Street
Bath, Maine 04530

Telephone: (207) 443-8338 - Fax: (207) 443-8397

Juli Millett, C.P.A.
Finance Director

Juli Millett, Finance Director
jmillett@cityofbath.com

Linda McCourt, Deputy Finance Director
lmccourt@cityofbath.com

Susan Hunt, Payroll Supervisor
shunt@cityofbath.com

October 29, 2020

To: Bath City Council
Peter Owen, City Manager
Marc Meyers, Assistant City Manager

From: Juli Millett, Finance Director

I was asked last month for an analysis for General Assistance.

As you can see our expenses are up from \$39,788 in fiscal year 2019 to \$63,804 in fiscal year 2020. There is a large increase in both housing dollars and food dollars. We have had several clients remain on rental assistance for the full year, and several clients that have needed housing during the state of emergency. The food dollars have seen a large increase as we have a couple clients who have qualified all year for the full food assistance of approximately \$500 monthly.

In FY2020 I reported the number of families served which is 53. In FY 2019 the state accumulates how many cases/ people monthly. For example, if one family of 5 came in for 4 months – they would count for 4 cases and 20 people.

If you have any further questions, I would be happy to discuss the program with you one on one.

SHIPS

HERITAGE

PROGRESS

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL YEAR 2020 ASSISTANCE REIMBURSEMENT REPORT

<u>Breakdown</u>	<u>Families</u>	<u>People #</u>	<u>Total \$</u>
Housing	30		39,504.42
Utilities	10		3,332.73
Food and Household items	11		19,433.03
Other	1		9.00
Cremations	1		1,525.00
	<hr/> 53.00	<hr/> 0.00	<hr/> 63,804.18

Monthly Summary

Month	
July	2,070.58
August	2,000.09
September	2,800.55
October	12,059.26
November	1,456.59
December	4,380.87
January	4,340.36
February	7,750.87
March	5,932.12
April	6,936.49
May	6,460.13
June	7,616.27
Totals	63,804.18

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL YEAR 2019 ASSISTANCE REIMBURSEMENT REPORT

<u>Breakdown</u>	<u>Cases # (Monthly)</u>	<u>People # (Monthly)</u>	<u>Total \$</u>
Housing	50	87	22,569.21
Electricity/Heat	28	63	6,511.56
Food	20	30	1,723.26
HH Supplies/Prescriptions	10	15	374.83
Burials/Cremations	3	3	4,075.00
All Other needs water/sewer/taxes	6	6	3,016.16
	<hr/> 117	<hr/> 204	<hr/> 38,270.02

Monthly Summary

Month	
July	4,084.89
August	1,768.42
September	2,900.25
October	1,360.74
November	1,788.14
December	3,656.79
January	3,530.16
February	2,412.62
March	5,351.21
April	1,411.41
May	6,305.62
June	5,217.50
Totals	39,787.75

**Ordinance: Chapter 8A. General Assistance Maximums for October 1, 2020 to
September 30, 2021 (first passage)
ORDINANCE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE CODE OF THE CITY OF BATH, ADOPTED FEBRUARY 2, 1977, AND SUBSEQUENTLY AMENDED, BE FURTHER AMENDED AS FOLLOWS:

CHAPTER 8A. GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305, the municipal officers of tThe Municipality of The City of Bath hereby enacts the following General Assistance Ordinance in its entirety, after notice and hearing. This Ordinance shall supersede and replace all previous Ordinance versions. A copy of tThis Ordinance is filed with the Department of Health & Human Services (DHHS) in compliance with Title 22 M.R.S. §4305(4), and shall be available for public inspection at the municipal office along with a copy of the Maine Revised Statutes, Tile 22, chapter 1161.

Signed this _____ day of _____, _____, by the
municipal officers:

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

Appendix A –H The enclosed Appendices A–H have been revised for your municipality's General Assistance Ordinance. These new Appendices, once adopted, should replace the existing Appendices A–H. Even if you have already adopted MMA's model General Assistance Ordinance, the municipal officers must approve/adopt the new Appendices yearly.

Appendix A- Overall Maximums

Persons in Household

2019/2020	1	2	3	4	5
Sagadahoc County	809	915	1076	1425	1677

New Maximums

Persons in Household

2020/2021	1	2	3	4	5
Sagadahoc County	821	933	1095	1449	1691

*Note: Add \$75 for each additional person.

Appendix B-Food Maximums

Persons in Household

2019/2020	1	2	3	4	5
Sagadahoc County	194	355	509	646	768

2020/2021	1	2	3	4	5
Sagadahoc County	204	374	535	680	807

*For each additional person add \$153 per month.

Appendix C - Housing

Appendix C is a listing of the maximum levels of assistance for housing (both heated and unheated). These maximum levels were developed by MMA using 2009-2010 HUD Fair Market Rent values that include utility costs. Because the FMR numbers include utility and heating costs, the applicable average utility and heating allowances, as developed by the Maine State Housing Authority (MSHA), are subtracted from the FMR to obtain a pure "housing" cost.

2019/2020			2020/2021		
# Bedrooms	unheated	heated	# Bedrooms	unheated	heated
1	723	851	1	738	871
2	832	998	2	849	1023
3	1125	1334	3	1152	1365
4	1311	1568	4	1325	1588

Appendix D – Utilities There was NO CHANGE in the Utilities

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

Appendix E – Fuel There was NO CHANGE in fuel

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

Appendix F – Personal and Household Supplies There was NO CHANGE in Personal and Household Supplies

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

Appendix G. Mileage Rate (NO CHANGE)

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 ~~(44)~~ cents (45¢) ~~(44)~~ per mile.

Appendix H Funeral Maximums (There was no change in the Funeral Maximums)

Burial Maximums

The maximum amount of general assistance granted for the purpose of a burial increased to **\$1,475**. Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Cremation Maximums

The maximum amount of assistance granted for a cremation increased to **\$1,025**

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

REGULAR MEETING MINUTES
City Council of the City of Bath, Maine
Wednesday, October 7, 2020 6:00 PM
Remote Zoom Meeting

Present: Councilor Bailey, Councilor Paulhus, Councilor Nordmann, Councilor Leonard is absent, Councilor DeChant, Councilor Bauer, Councilor Park, Councilor Ambrosino and Madame Chair, Eosco.

Also Present: City Manager Owen, City Solicitor Therriault and City Clerk Wheeler

Madame Chair Eosco called the meeting to order at 6:00PM.

Madame Chair Eosco led the Pledge of Allegiance

City Clerk Darci Wheeler led a presentation regarding the November 3, 2020 election. She explained the options residents had in regarding casting their vote by absentee ballot.

B. Public Hearings

- 1) Ordinance: Land Use Code Amendment Article 3 (second passage) @6:01pm

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE LAND USE CODE OF THE CITY OF BATH ADOPTED JULY 19, 2000, AND SUBSEQUENTLY AMENDED, BE HEREBY FURTHER AMENDED AS FOLLOWS:

ARTICLE 3: PERMIT ADMINISTRATION AND APPROVAL PROCESS

SECTION 3.04 BUILDING PERMITS

C. Applications for Permits

All applications for building permits must be submitted in writing to the CEO on forms provided for the purpose. The application must be accompanied by the following information:

1. ... If after reviewing the information provided or from a site inspection the location of any property line is not obvious to the CEO; or if the CEO cannot confirm from the information provided or from inspecting the site that all setback, yard-area, or lot coverage requirements are met; ~~or if the setbacks or yard areas of any proposed building or structure are not at least 100 percent greater than required by this Code.~~ the CEO may require the applicant must to provide a boundary survey prior to the issuance of a permit to address any boundary or bulk and spaces issues.

Councilor Park makes motion to waive the reading, Councilor DeChant seconds.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

Madame Chair introduces CEO Scott Davis to give an overview of the amendment.

Councilor Bailey wants to make sure that the permit application notates that a boundary survey is not required.

Councilor Bauer makes motion to put on floor, Councilor Ambrosino seconds.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

Will become law in 21 days.

C. Consent Agenda 6:13pm

***3) Minutes of the previous meeting of September 2, 2020 Council Meeting (motion to Accept as Presented)**

Councilor Bailey made motion that there was a need for edits to the minutes. Page 2 Land Use Code Amendment Article 3. Add to paragraph following “.... waiving of the boundary survey.” “If no survey needed it would be marked on the permit application form.”

Also, in Committee Reports, 1st paragraph. Omit “watching” replace with discussing an examining to read The Transportation Committee is discussing and examining measures put in to place to reduce traffic and parking in the South end.

Second by Councilor Nordmann.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

Motion made by Councilor Park to accept minutes as amended, seconded by Councilor Ambrosino.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

Madame Chair Eosco apologizes for skipping an item in public hearing and introduces Assistant City Manager Marc Meyers to explain.

2) Acceptance of Community Enterprise and Housing Assistance CDBG Grant @6:26pm

Mr. Meyers explains that the city can proceed with the second part, the project development phase. There will be a resolution later to accept the funds.

Madame Chair Eosco asks if there is anyone from the public that has any questions or comments. Seeing none she proceeds.

Madame Chair asks for public comment, seeing none she reads the following Order.

E. Orders, Resolutions and Ordinances: @6:29pm

4) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the General (Presidential) Election to be held on Tuesday, November 3, 2020

ORDER

In City Council
October 7, 2020

BE IT HEREBY ORDERED BY THE CITY COUNCIL, AS FOLLOWS:

That, the Notice of State of Maine General Election be prepared and issued to notify and summons the inhabitants of the City of Bath, qualified to vote, that the General (Presidential) Election will be held at their respective Wards 1-7 inclusive, on Tuesday, November 3, 2020 for the purpose of determining the following questions:

To determine:

Federal and State Offices to Be Voted On:

President and Vice President
U.S. Senator
Representative to Congress, District 1
State Senator, District 23
State Representative, District 52

County Offices

Judge of Probate
Registrar of Probate
County Sheriff

Absentee Ballots shall be processed early on October 31, 2020, 9am until 4pm and November 1, 2020 starting at 9am and continuing until all ballots received at that time have been processed and at the Bath Middle School on Election Day at the following times: 8:00am until 8:00pm.

The polls shall be opened at 8:00am and closed at 8:00pm.

Motion made by Councilor Bauer to put on floor, seconded by Councilor Park.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

5) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the Municipal Election to be held on Tuesday, November 3, 2020 for City Councilors to be Elected, Ward 1, 6, and At Large, 3 Year Term

ORDER

In City Council
October 7, 2020

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH, THAT:

Warrants be prepared and issued to notify and summons the inhabitants of the City of Bath, qualified to vote, that the Municipal Candidate/Referendum Election (Wards 1-7) will be held at Bath Middle School, 6 Old Brunswick Road, on the Tuesday following the first Monday of November, the same being the 3rd day of said month, in the year of our Lord Two Thousand Twenty, at 8 O'clock in the forenoon, then and there, to cast their votes at the Municipal Election in their respective Wards for:

City Councilors to be Elected:

Ward One	One to be Elected for a three year term
Ward Six	One to be Elected for a three year term
Ward At Large	One to be Elected for a three year term

and, be it further ordered, that said polls are to be kept open until eight o'clock in the afternoon of said day and then be closed.

Motion made by Councilor Ambrosino to put on floor, seconded by Councilor DeChant.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

6) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the RSU 1, Board of Directors Election held on Tuesday, November 3, 2020 for Bath Municipal-Residence Position, Three Year Term, Woolwich Municipal-Residence Position, Three Year Term, and Phippsburg Municipal-Residence Position, Three Year Term

City of Bath
WARRANT FOR CALLING THE
MUNICIPAL ELECTION for RSU1 Board of Directors

Tuesday, November 3, 2020

Article 1. To choose by secret ballot the following:

Board of Directors for RSU1:

One (1) Bath Municipal-Residence Position for a three-year term

One (1) Phippsburg Municipal-Residence Position for a three-year term

One (1) Woolwich Municipal-Residence Position for a three-year term

Voting Place Name and Location:

Bath Middle School 6 Old Brunswick Road, Bath

Polls Open at 8:00AM Polls Close at 8:00PM

A person may register to vote on or before Election Day.

Pursuant to Title 21-A, Section 759(7), absentee ballots will be processed at the Bath City Hall, 55 Front Street in Bath on October 31st, 2020 from 9:00AM until 4:00PM and on November 1st, 2020 from 9:00AM until complete.

Approved by vote of the Selectmen in a public meeting,

Chairman

Attest: _____ Date: _____

Darci Wheeler, City Clerk

Motion made by Councilor DeChant to put on floor, seconded by Councilor Bauer.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

7) ORDER: Registrar of Voters' hours for the November 3, 2020 General (Presidential), Municipal and RSU#1, Board of Directors' Election.

ORDER

BE IT ORDERED by the City Council of the City of Bath, that the hourly schedule for the office of the Registrar of Voters shall be from 8:30 a.m. to 12 p.m. and 1 p.m. to 4:30 p.m. Monday through Friday prior to the Special Municipal Election to be held Tuesday, November 3, 2020, except for Saturday, October 24, 2020 from 11:00 a.m. to 2:00 p.m. and Wednesday, October 28, 2020 from 8:30 a.m. to 12 p.m. and 1 p.m. to 7 p.m. at the City Clerk's Office, 55 Front Street.

Voters may register on the Day of the Election from 8:00 a.m. to 8:00 p.m. at the polls at the Bath Middle School Cafeteria, 6 Old Brunswick Road.

Motion made by Councilor Ambrosino to put on floor, seconded by Councilor Bauer.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

8) ORDER: Approval of Transfer, 15 M.R.S.A. §5824(3) & §5826(6) Drug Forfeiture

Madame Chair Eosco introduces Chief Michael Field to explain the Drug Forfeiture program. Chief Field explains that this is the process that is determined by the State Attorney General's office and requires Council Approval to obtain any transfer of funds made. Money is used to supplement equipment. Councilor Bailey inquiries about the dollar amount and Councilor Ambrosino asks how the money is determined.

Motion made by Councilor Ambrosino to put on floor, seconded by Councilor Park.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

9) ORDER: Approving Authorization BIW Tax Increment Financing District Budget (FY 2020)

ORDER

APPROVING AUTHORIZATION

BIW TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2021)

Be It Hereby Ordered By the City Council of the City of Bath that one million six hundred sixty-nine thousand ten dollars and 00/100 (\$1,669,010) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2020 and terminating on June 30, 2021 for the following purposes:

TIF REVENUE	
INCREMENT	<u>\$1,665,618</u>
TOTAL REVENUE	<u>\$1,665,618</u>
EXPENSES	
DEBT SERVICE	\$543,660
CONTRIBUTION TO BATH LOCAL DEVELOPMENT CORPORATION	\$172,350
CONTRIBUTION TO MAIN STREET BATH	\$32,500
ECONOMIC DEVELOPMENT PROJECTS ACCOUNT	\$905,000
TRAIN STATION/TROLLEY FUNDING-TRANSFER	<u>\$15,500</u>
TOTAL	<u>\$1,669,010</u>
SURPLUS	<u>(\$3392)</u>

Finance Director Juli Millett stated that the BIW TIF increment did go up. Variables are the assessment of property and the tax rate. BIW received a CEA which meant that 50% until \$85,000,000 was met than 35% from then on. The City is getting more than in the past and should continue that way going forward. She explained the projects involved.

Motion made by Councilor Bauer to put on floor, seconded by Councilor Bailey.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus is absent at 6:51pm, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 6-0

10) **ORDER:** Approving Authorization Wing Farm TIF District Budget (FY 2020)

**ORDER
APPROVING AUTHORIZATION
WING FARM TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2021)**

Be It Hereby Ordered By the City Council of the City of Bath that one hundred twenty-four thousand seven hundred seventeen dollars and 00/100 (\$124,717) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project

Costs Accounts from the fiscal year commencing July 1, 2020 and terminating on June 30, 2021 for the following purposes:

REVENUE

INCREMENT \$97,314

TOTAL REVENUE **\$97,314**

EXPENSES

PUBLIC WORKS ALLOC** \$27,190

STREET BOND DEBT PAYMENT \$39,716

PUBLIC WORKS ALLOC \$57,811

TOTAL EXPENSES **\$124,717**

SURPLUS (DEFICIT)

\$(27,403)

**From previous year's surplus

Motion made by Councilor Nordmann to put on floor, seconded by Councilor Park.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus is absent, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 6-0

11) **ORDER:** Approving Authorization Downtown TIF District Budget (FY 2020)

**ORDER
APPROVING AUTHORIZATION
DOWNTOWN TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2021)**

Be It Hereby Ordered By the City Council of the City of Bath that one hundred and eight thousand seven hundred seventy-seven dollars and 00/100 (\$108,777) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2020 and terminating on June 30, 2021 for the following purposes:

REVENUE

INCREMENT	<u>\$293,972</u>
TOTAL REVENUE	<u>\$293,972</u>
EXPENSES	
DEBT SERVICE PAYMENT	\$98,777
ECODEVO MANAGER	<u>10,000</u>
TOTAL EXPENSES	<u>\$108,777</u>
SURPLUS	<u>\$185,195</u>

Motion made by Councilor Ambrosino to put on floor, seconded by Councilor Bailey.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus arrives back at 7:00pm, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

12) **ORDINANCE:** Chapter 8A. General Assistance Maximums for October 1, 2020 to September 30, 2021, *(first passage)*

Ordinance: Chapter 8A. General Assistance Maximums for October 1, 2020 to September 30, 2021 (first passage)

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE CODE OF THE CITY OF BATH, ADOPTED FEBRUARY 2, 1977, AND SUBSEQUENTLY AMENDED, BE FURTHER AMENDED AS FOLLOWS:

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Signed this_____ day of _____, _____, by the municipal officers:

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

Appendix A –H The enclosed Appendices A–H have been revised for your municipality's General Assistance Ordinance. These new Appendices, once adopted, should replace the existing Appendices A–H. Even if you have already adopted MMA's model General Assistance Ordinance, the municipal officers must approve/adopt the new Appendices yearly.

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New Maximums

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*Note: Add \$75 for each additional person.

Appendix B-Food Maximums

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*For each additional person add \$153 per month.

Appendix C - Housing

Appendix C is a listing of the maximum levels of assistance for housing (both heated and unheated). These maximum levels were developed by MMA using 2009-2010 HUD Fair Market Rent values that include utility costs. Because the FMR numbers include utility and heating costs, the applicable average utility and heating allowances, as developed by the Maine State Housing Authority (MSHA), are subtracted from the FMR to obtain a pure "housing" cost.

2019/2020			2020/2021		
# Bedrooms	unheated	heated	# Bedrooms	unheated	heated
1	723	851	1	738	871

2	832	998	2	849	1023
3	1125	1334	3	1152	1365
4	1311	1568	4	1325	1588

Appendix D – Utilities There was **NO CHANGE** in the Utilities

1) Electricity Maximums for Households *Without Electric Hot Water*: The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

2) Electricity Maximums for Households *With Electrically Heated Hot Water*: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

Appendix E – Fuel There was **NO CHANGE** in fuel

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

Appendix F – Personal and Household Supplies There was NO CHANGE in Personal and Household Supplies

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

Appendix G Mileage Rate (NO CHANGE)

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 ~~(44)~~ cents (45¢) ~~(44)~~ per mile.

Appendix H Funeral Maximums (There was no change in the Funeral Maximums)

Burial Maximums

The maximum amount of general assistance granted for the purpose of a burial increased to **\$1,475**. Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution

- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Cremation Maximums

The maximum amount of assistance granted for a cremation increased to **\$1,025**. Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

Motion made by Councilor Park to put on floor, seconded by Councilor Ambrosino.

Finance Director Juli Millett explains that the ordinance is from the State of Maine and the City of Bath has always gone with the State maximums. Councilor Ambrosino questions if the pandemic has any impact on the numbers. The numbers are not affected but how a client receives benefits has, Juli Millett expresses. Councilor Bailey inquires what portion of the total budget this is and how many households are served. Ms. Millett states that she will bring the information with her to the second passage. Madame Chair questions the change from last year. City Solicitor states that the numbers are generated at the federal level not the state level. There was discussion about hours and a part time person has been hired to facilitate the applications.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

2nd passage will be November 4, 2020 at 6:01pm

13) RESOLUTION: To accept funds for Community Enterprise and Housing Assistance CDBG Grant

Madame Chair Eosco read the following resolution.

COUNCIL RESOLUTION

STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

[illegible]

--	--

Motion made by Councilor Bauer to put on floor, seconded by Councilor Ambrosino.

Assistant City Manager Marc Meyers spoke about the funds and what projects they would be dedicated to.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

14) ORDER: To approve sale of Water Street Property

Madame Chair Eosco explained that they will be entering Executive Session and will come back to this order after.

15) ORDER: To approve Sugarbush Lease

ORDER APPROVING LEASE

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE LEASE BY AND BETWEEN THE CITY OF BATH AND DAVID JEWELL, FOR USE OF A PORTION OF THE PROPERTY KNOWN AS "THE SUGARBUSH" AT BUTLER HEAD PRESERVE, FOR A PERIOD OF FIVE (5) YEARS COMMENCING JANUARY 1, 2021, AND RUNNING THROUGH DECEMBER 31, 2025, SAID LEASE BEING ATTACHED HERETO, BE AND HEREBY IS APPROVED AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE THE LEASE AND ANY OTHER DOCUMENTS NECESSARY TO ITS IMPLEMENTATION ON BEHALF OF THE CITY OF BATH.

Motion made by Councilor Park to put on floor, seconded by Councilor Bailey.

Assistant City Manager spoke about where the property is, the origination of the lease, and the collaboration with Bath Forestry Committee and the City Arborist. Councilor Park stated that the money helps with the Butler Head Preserve maintenance. Councilor DeChant questioned if it had ever been opened to other

people or organizations. Councilor Park stated that it had never been, but it is not out of the question going forward.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

F. Petitions & Communications:

G. City Manager's Report:

City Manager Peter Owen spoke about the CDC guidelines regarding Halloween. The city will not be closing streets this year. He also stated that the 4th phase of restarting Maine's economy and indoor seating at restaurants has been increased at this time.

H. Committee Reports:

Councilor Bailey Citizen Involvement day is this Saturday. Awards Ceremony will be at City Hall with social distancing. Regarding the Transportation Committee thank you to the residents for their input.

Councilor Park stated that the Forestry committee is looking for a new member. Main Street Bath is starting Bath Bingo thru Thanksgiving and Ealy Bird Morning will become Early Bird Days which will be held Nov. 6, 7, and 8. For the love of Bath program has had over 1000 participants. The information center is open on Friday, Saturday and Sunday thanks to the Economic Development money. Facilities will have another component with the Morse High School Reuse Committee. There will be an online survey.

Councilor Ambrosino stated that the Forestry Committee has been busy with redesign of trails and working at Butler Head.

Councilor Bauer spoke about the Tsugaru program and that they are looking for board members.

I. Unfinished Business:

J. New Business:

16) Reappointment of James Hopkinson and Clarence Stilphen terms to expire 9/2023 to Planning Board

Reappointment of Joel Austin term to expire 9/2023 to Zoning Board

Appointment of Mara Pennell term to expire 7/2023 to Community Development Committee

Appointment of Marsha Munsey Knowles term to expire 2/2024 to Bath Housing Authority Commission

Councilor Bailey asked for them to be introduced as a slate and she continued with the introductions of the nominations.

Madame Chair Eosco asks for any other nominations. seeing none she asks for a roll call vote.

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed unanimously, 7-0

K. Councilor Announcements:

Councilor Bailey states that there will be a zoom seminar about staying safe in the winter put on by Age Friendly communities, Bath Senior Center issue is out, and Good Food for Bath has a brand new food resource list out.

Councilor Nordmann praises the Bath Senior Center with their outdoor exercise group. Front Street is very active, and people are enjoying their outdoor seating and walking about.

Madame Chair Eosco mentioned that the annual report is out and is available online.

Madame Chair Eosco asked for motion to enter executive session.

Councilor Park motioned to enter, seconded by Councilor Ambrosino

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, Nordmann, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed, 7-0

.

EXECUTIVE SESSION

Real Estate Matters per 1 MRSA §405(6)(C)

Councilor Bauer made motion to exit Executive Session at 8:24, Councilor Nordmann second.

Madame Chair Eosco stated that Item 14 would be tabled.

Madame Chair Eosco asked for a motion to adjourn the meeting.

Councilor Park motioned to adjourn, seconded by Councilor Ambrosino

ROLL CALL VOTE:

YEAS: Councilors Bailey, Paulhus, DeChant, Bauer, Park and Ambrosino

NAYS: None

Passed, 7-0

ADJOURN at 8:27pm

Attest:

Darci L. Wheeler

Darci L. Wheeler, City Clerk A. Roll Call

Election night results will be
emailed to you before the meeting

F4



**CITY OF BATH
POLICE DEPARTMENT**

MICHAEL W. FIELD
CHIEF of POLICE

ANDREW M. BOOTH
DEPUTY CHIEF

250 Water Street

Bath, Maine 04530

(207) 443-5563

Memorandum

To: Members of the City Council
From: Michael Field, Chief of Police
Ref: High Street Parking
Date: October 27th, 2020

In May 2019, the Council passed an ordinance for No Parking on the east side of High Street, 327 feet from Oak Street heading north.

In revisiting this, the original ordinance should be modified. I am asking that we reduce the footage to 265 feet. The purpose of the ordinance was for safety reasons on the incline located in this area.

If you have any questions, please contact me.

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE CODE OF THE CITY OF BATH, ADOPTED FEBRUARY 2, 1977, AND SUBSEQUENTLY AMENDED, BE FURTHER AMENDED AS FOLLOWS:

CHAPTER 17. VEHICLES AND TRAFFIC

Article 6. Stopping, Standing and Parking

Section 17-259. Parking Restrictions

High Street:

East Side:

Delete: "From Winter Street to a point 327 feet north of Oak Street, no parking. From a point 327 feet north of Oak Street to a point 171 feet north of North Street, no restrictions."

Replace With: "From Winter Street to a point 265 feet north of Oak Street, no parking. From a point 265 feet north of Oak Street to a point 171 feet north of North Street, no restrictions."

City of Bath

55 Front Street
Bath, Maine 04530

Dept: 207/443-8363
Fax: 207/443-8389



**Planning &
Development**

MEMORANDUM

TO: Mari Eosco, Chair
City Councilors

FROM: Ben Averill, City Planner

DATE: October 29, 2020

RE: Land Use Code Amendment to Article
8.12, Historic Overlay District, as related to
solar panels within the historic district.

Background

Earlier this year, The Neighborhood United Church of Christ requested an amendment to the text of the Land Use Code to change a portion of Article 8: District Regulations. The request was to modify a portion of the approval criteria within the Historic District related to alternate energy devices within the historic district (Section 8.12.H.e). The amendment would allow for the creation of new language related to the placement of solar panels on structures within the historic district.

The request for a Land Use Code Amendment was first reviewed by the City Council in the May 2020 meeting to determine if it had merit and if review should proceed. At the May 6th Council meeting it was recommended for Planning Board review. The Planning Board reviewed the request for a Land Use Code Amendment in workshops beginning on the June 16th Planning Board meeting. After review of the amendment in multiple workshops, the Planning Board held a Public Hearing at its October 6th meeting and voted to recommend the amendments to Article 8.12.H.e of the Land Use Code to the City Council for review.

Council Action

If the Council determines that the Land Use Code change request has merit the Council can approve the request. If the Council determines that the request lacks merit, then action on the amendment to the Land Use Code will cease.

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE LAND USE CODE OF THE CITY OF BATH ADOPTED JULY 19, 2000, AND SUBSEQUENTLY AMENDED, BE HEREBY FURTHER AMENDED AS FOLLOWS:

ARTICLE 8: DISTRICT REGULATIONS

SECTION 8.12 HISTORIC OVERLAY DISTRICT (HO)

H. APPROVAL CRITERIA

Prior to approving any application for Historic District Review, the Historic District Approval Authority must find that the following criteria have been met:

- (e) ... Alternate-energy Devices: ~~Wind generators, solar collectors, and similar alternate-energy devices may be utilized only if they can be installed in a manner in which they are not visible from a public way.~~
1. *Solar arrays, whether photovoltaic or thermal, may be utilized on buildings; if the arrays are not visible from a public way or; if they are installed on a roof rack system which keeps the panels as close as possible to the roof, on the same plane as the roof, and do not intrude on the façade of the building.*
 2. *Other alternate energy devices including wind generators may be utilized only if they can be installed in a manner in which they are not visible from a public way.*

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CITY OF BATH, MAINE

450 Oak Grove Avenue
Bath, ME 04530



DEPARTMENT OF PUBLIC WORKS

Lee Leiner, P.E., Director
lleiner@cityofbath.com
207.443.8357
fax 207.443.8352

MEMORANDUM

TO: BATH CITY COUNCIL
FROM: LEE LEINER, PUBLIC WORKS DIRECTOR
SUBJECT: COUNCIL APPROVAL OF LOADER PURCHASE
DATE: OCTOBER 23, 2020
CC: PETER OWEN, CITY MANAGER

The Public Works Department has accepted a bid proposal from Nortrax, Inc. for a 2021 John Deere Model 524L loader with bucket and plow attachments. The loader will replace a 2005 Komatsu WA250 and will be used for plowing snow and moving materials & equipment in support of public works activities. The proposal includes the trade-in of the existing loader. The price of the new loader, attachments, and warranty is \$168,165.00, and the trade-in value is \$2,000.00, bringing the net purchase price to \$166,165.00.

The City Council approved \$200,000 for the purchase of a new Public Works loader in the FY2021 budget and the purchase will be paid from capital fund account 05-0520-533.

Staff recommends the council approve this order.

ORDER AUTHORIZING PURCHASE

WHEREAS, the City of Bath Public Works Department intends to purchase a new bulldozer; and

WHEREAS, the City has gone out to bid for this equipment; and

WHEREAS, the City has received and opened a number of bids relative to the equipment purchase; and

WHEREAS, the most qualified bid was provided by Nortrax, Inc. for a 2021 John Deere 550K LGP at a bid price of \$106,954.00.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the bid price provided by Nortrax, Inc. of \$106,954.00 for the purchase of a 2021 John Deere 550K LGP bulldozer, be and hereby is accepted and the City Manager is authorized to execute any and all documentation necessary to finalize the purchase of the equipment. The funds for this purchase are designated in the City's 2020/2021 Fiscal Year Budget in Landfill Capital Fund account 06-0665-560.

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CITY OF BATH, MAINE

450 Oak Grove Avenue
Bath, ME 04530



DEPARTMENT OF PUBLIC WORKS

Lee Leiner, P.E., Director
lleiner@cityofbath.com
207.443.8357
fax 207.443.8352

MEMORANDUM

TO: BATH CITY COUNCIL
FROM: LEE LEINER, PUBLIC WORKS DIRECTOR
SUBJECT: COUNCIL APPROVAL OF BULLDOZER PURCHASE
DATE: OCTOBER 23, 2020
CC: PETER OWEN, CITY MANAGER

The Public Works Department has accepted a bid proposal from Nortrax, Inc. for a 2021 John Deere Model 550K LGP bulldozer. The bulldozer will replace a 2004 Caterpillar Bulldozer and will be used for moving waste and cover materials at the Bath Landfill. The proposal includes the trade-in of the existing bulldozer. The price of the new bulldozer and warranty is \$134,954.00, and the trade-in value is \$28,000.00, bringing the net purchase price to \$106,954.00.

The City Council approved \$150,000 for the purchase of a new Landfill bulldozer in the FY2021 budget and the purchase will be paid from capital fund account 06-0665-560.

Staff recommends the council approve this order.

ORDER AUTHORIZING PURCHASE

WHEREAS, the City of Bath Public Works Department intends to purchase a new loader;
and

WHEREAS, the City has gone out to bid for this equipment; and

WHEREAS, the City has received and opened a number of bids relative to the equipment purchase; and

WHEREAS, the most qualified bid was provided by Nortrax, Inc. for a 2021 John Deere 524L at a bid price of \$166,165.00.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the bid price provided by Nortrax, Inc. of \$166,165.00 for the purchase of a 2021 John Deere 524L loader, be and hereby is accepted and the City Manager is authorized to execute any and all documentation necessary to finalize the purchase of the equipment. The funds for this purchase are designated in the City's 2020/2021 Fiscal Year Budget in Public Works Capital Fund account 05-0520-533.

CITY OF BATH, MAINE

450 Oak Grove Avenue
Bath, ME 04530

**DEPARTMENT OF PUBLIC WORKS**

Lee Leiner, P.E., Director
lleiner@cityofbath.com
207.443.8357
fax 207.443.8352

MEMORANDUM

TO: BATH CITY COUNCIL
FROM: LEE LEINER, PUBLIC WORKS DIRECTOR
SUBJECT: COUNCIL APPROVAL OF SIDEWALK PLOW PURCHASE
DATE: OCTOBER 23, 2020
CC: PETER OWEN, CITY MANAGER

The Public Works Department has accepted a bid proposal from HP Fairfield, Inc. for a 2021 Trackless Model MT-7 sidewalk plow with sander and plow attachments. The sidewalk plow will replace a 1999 Trackless MT-5 and will be used for plowing snow, sweeping streets, and removing asphalt pavement in support of public works activities. The proposal includes the trade-in of the existing sidewalk plow. The price of the new sidewalk plow, attachments, and warranty is \$139,126.60, and the trade-in value is \$8,000.00, bringing the net purchase price to \$131,126.60.

The City Council approved \$145,000 for the purchase of a new Public Works sidewalk plow in the FY2021 budget and the purchase will be paid from capital fund account 05-0520-533.

Staff recommends the council approve this order.

ORDER AUTHORIZING PURCHASE

WHEREAS, the City of Bath Public Works Department intends to purchase a new sidewalk plow; and

WHEREAS, the City has gone out to bid for this equipment; and

WHEREAS, the City has received and opened a number of bids relative to the equipment purchase; and

WHEREAS, the most qualified bid was provided by HP Fairfield, Inc. for a 2021 Trackless MT-7 at a bid price of \$131,126.60.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the bid price provided by HP Fairfield, Inc. of \$131,126.60 for the purchase of a 2021 Trackless MT-7 sidewalk plow, be and hereby is accepted and the City Manager is authorized to execute any and all documentation necessary to finalize the purchase of the equipment. The funds for this purchase are designated in the City's 2020/2021 Fiscal Year Budget in Public Works Capital Fund account 05-0520-533.



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

Memorandum

To: Chair Eosco, Vice Chair Paulhus and Members of the City Council
CC: Peter Owen, City Manager
Date: October 29, 2020
From: Marc Meyers, Assistant City Manager
RE: 2 Town Landing Lease – Bath Brewing Company

The City Manager's Office and Bath Brewing Company have agreed to a one-year lease agreement at 2 Town Landing, Suite 101.

The tenant will use the space for operations related to brewing, including, but limited to, keg washing and storage. In addition to the lease term, the tenant is also installing a heat pump or pumps and insulation in the space.

2 Town Landing, the former Woodcrafters Building, is a City owned property and the City has not leased space in the building since 2014. Suite 101 is a basement level addition at the north end of the building. The Facilities Committee recently toured the building and supported the City activating this space for private use.

The City Council will be voting to approve the lease agreement and authorize the City Manager to execute said agreement.

ORDER APPROVING LEASE

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE LEASE BY AND BETWEEN THE CITY OF BATH AND BATH BREWING COMPANY, FOR 2 TOWN LANDING, SUITE 101, FOR A PERIOD OF ONE (1) YEAR COMMENCING DECEMBER 1, 2020, AND RUNNING THROUGH NOVEMBER 30, 2021, SAID LEASE BEING ATTACHED HERETO, BE AND HEREBY IS APPROVED AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE THE LEASE AND ANY OTHER DOCUMENTS NECESSARY TO ITS IMPLEMENTATION ON BEHALF OF THE CITY OF BATH.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement made this ____ day of November, 2020, by and between the City of Bath, a body corporate and politic, located in Bath, in the County of Sagadahoc, and State of Maine, hereinafter referred to as the "Landlord", and Bath Brewing Company, hereinafter referred to as the "Tenant".

1. Leased Premises. Landlord does hereby lease to the Tenant, and the Tenant hereby leases from the Landlord, a portion of the property located on Town Landing, in Bath, in the County of Sagadahoc, and State of Maine, acquired by virtue of Warranty Deed from Kennebec Landings, LLC, to the City of Bath, dated January 4, 2005, and recorded in the Sagadahoc County Registry of Deed in Book 2512, Page 349 and formerly known as the Woodcrafters Building, being that portion of the premises located in the rear of the building on the ground level, specifically the shed addition of the building, consisting of +/- 1,058 square feet and as depicted on Exhibit A attached hereto and incorporated herein. The leased premises shall be known as 2 Town Landing, Suite 101. As part of the demised premises, the Landlord agrees to provide the Tenant access to a restroom within the building premises.

2. Term.

A. Original – The term of this Lease shall be one (1) year commencing on December 1, 2020, and running through November 30, 2021. By mutual agreement of the parties, the lease may be extended for an additional one (1) year term.

B. Renewal – The parties shall have the right to renew this Agreement for additional terms. Tenant shall exercise its renewal by giving notice of intent to renew to the Landlord at least Sixty (60) days prior to the termination of any term or renewal term. Such renewal shall be for terms(s) and provisions agreeable to both parties.

3. Use. The Tenant agrees to use the leased premises for the brewing operations of Bath Brewing Company. All use of the property shall be in conformity with applicable laws, rules and regulations as may presently exist or may be promulgated in the future and shall also be in accordance with any licenses or permits required for the use of the premises by the Tenant. The Tenant shall not do anything in or about the premises or bring nor keep anything therein which is not within the scope of the permitted use of the premises or which will in any way increase the existing rate or affect any fire or other insurance upon the building or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the premises which will in any way cause or maintain any nuisance.

4. Rent.

A. Initial Term – The rental cost shall be Five Hundred Twenty-Nine and 00/100 (\$529.00) per month with the first payment on December 1, 2020, and the first on each succeeding month of the term.

B. Renewal Term – The rental amount for the renewal term shall be agreed upon between the parties prior to commencement of the renewal term.

C. Late Fees – Any rental amount that is not paid within ten (10) days of the due date shall be considered late and shall be subject to a late fee of ten percent (10%) of the amount due.

5. Utilities and Services. The Landlord shall pay for utilities that are assessed on a building-wise basis and maintenance and repair, including all major building repairs and maintenance of the leased premises. The Tenant shall be responsible for all metered utilities attributed to its use of leased space, janitorial services, minor repairs and lighting, including replacement of bulbs and fixtures, and trash removal. The Tenant shall not expand utilities without prior written consent of the Landlord.

6. Quiet Enjoyment. The Tenant, upon payment of all rental amounts due herein, performance of all of the terms and conditions of this Lease, and compliance with said terms and conditions, shall at all times during the Lease term and any renewal thereof, be entitled to peacefully and quietly occupy and enjoy the leased premises for the stated purpose without unreasonable disturbance from the Landlord.

7. ADA Compatibility. The Tenant and Landlord recognize that this building is not compatible with Americans With Disabilities Act requirements. The Landlord shall not be responsible for doing repairs or renovations to bring the demised premises into ADA compatibility status should that become necessary. If such compatibility status is imposed upon the demised premises, then the Tenant will have the option of making repairs and renovations to achieve compliance or will have the opportunity to terminate this Lease and vacate the premises.

9. Access. The Landlord, through its agents, representatives, contractors, or employees, shall have the right to enter the leased premises at any reasonable time for the purpose of inspection, or performing any work that the Landlord elects to undertake, or for such other purposes as the Landlord may determine. Such entry shall not unreasonably interfere with the quiet enjoyment of the Tenant. Landlord shall provide reasonable notice of its intent to exercise its right of access, except where emergency circumstances or conditions preclude such notice.

10. Signs. The Tenant shall not place or caused to be place or maintained on the building any sign, advertising matter or other written or pictorial matter of any kind except with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any signs erected by the Tenant, with permission of the Landlord, shall be at Tenant's expense and shall comply with all applicable laws, rules or regulations.

11. Parking. All parking by employees of the Tenant or others using the premises, shall be in the space marked "Parking" on Exhibit A.

12. Snow Removal. The Landlord agrees to provide snow removal services on a timely basis in the parking areas which are referenced in the within Lease, and Tenant shall clear entryways associated with the demised premises.

13. Maintenance and Repairs. Any maintenance or repairs made necessary by the fault or neglect of the Tenant or his agents, employees, customers or invitees, shall be at the expense of the Tenant and the Tenant shall pay all costs therefor. All other maintenance, including lawn care, and repairs shall be made within a reasonable amount of time after notice thereof is given by the Tenant to the Landlord.

14. Alterations and Additions. It is agreed by and between the parties that the Leased Premises will require leasehold improvements prior to or during the term of this Lease. The leasehold improvements contemplated and the party responsible for said improvements, are listed on Exhibit B.

To the extent applicable, any alterations, additions or improvements shall only be made with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. Such alterations, additions or improvements shall be at the sole expense and cost of the Tenant and, if deemed to be a fixture, shall ensure to the benefit of the Landlord upon termination, subject to Tenant's right to remove trade fixtures. Tenant shall keep premises free from any liens arising out of any work performed, materials furnished or obligations incurred as part of the alterations, additions or improvements.

15. Hold Harmless. The Tenant shall save Landlord harmless and indemnify Landlord from and against any and all injury, including death, to any person, and any loss of, or damage to any property within the leased premises, arising directly or indirectly out of the possession, use, occupation or control of the leased premises, and from and against all injury, including death, of any person or loss or damage to any property anywhere occasioned by any act, neglect or default of the Tenant, his agents, employees, invitees, licensees or contractors. This indemnification shall include all expenses including attorneys or other professional fees in connection with any loss or damage. The Landlord shall not be responsible or liable to the Tenant or to those claiming by, under or through the Tenant, unless the loss was proximately caused by the negligence of the Landlord, its agents or employees.

16. Insurance. At all times during the term of this Lease or any renewal term, the Tenant will purchase and keep in full force and effect, at his own expense, the following:

A. Public liability insurance naming the Landlord as additional insured, including insurance against assumed or contractual liability with respect to the premises to afford protection to the limit for each occurrence of not less than one million dollars (\$1,000,000.00) with respect to personal injury or death. Said insurance shall provide for coverage of other Tenants in the Landlord's building who might be harmed or injured, or suffer property damage, as a result of any activities caused by or occurring on Tenant's premises.

B. All risk casualty insurance, written at a replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the premises, including, without limitation, his inventory, trade fixtures, floor coverings, furniture and any other personal property removable by the Tenant under the provisions of this Lease.

Upon request of the Landlord, at each annual anniversary date, and at any other time reasonably requested, the Tenant shall provide certificates of insurance evidencing Tenant's compliance with these provisions.

Landlord shall provide during the term of this Lease and any renewal term thereof, public liability insurance.

17. Damage or Destruction. In case the leased premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord and put in proper condition for use and occupancy by Tenant within Sixty (60) days of said damage, provided, however, that in case the premises shall be so badly damaged by fire or any other casualty that the Landlord shall notify Tenant in writing that Landlord will not rebuild, this Lease shall terminate.

18. Liability for Injury or Damage. Landlord shall not in any event be liable for any injury or damage to any property or person happening on or about the demised premises, nor for any injury or damage to the demised premises nor to any property of the Tenant, or any other person contained therein; Tenant shall indemnify and save harmless the Landlord from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority, whomsoever, arising out of any accident, injury, or damage which shall happen in, upon or about the demised premises or appurtenances, or upon or under the streets, sidewalks, curbs or vaults in front of or adjacent thereto, however occurring, or for any matter or thing growing out of the condition, occupation, maintenance, repair, alteration, use or operation of the demised premises, or of the streets, sidewalks, curbs or vaults adjacent thereto, during the term of said Lease.

19. Condemnation. If the whole, or any portion of the leased premises shall be taken or condemned by any competent authority for any public or any quasi public use or purpose, then, in that event, the term of the within Lease shall cease and terminate as of the date of such taking and/or condemnation, and the entire award shall belong to the Landlord herein without any deduction therefrom for any interest now or hereafter vested in the Tenant. Tenant shall, however, continue to pay rent hereunder until such time as the Tenant shall be required to surrender possession of the premises as a consequence of such taking or condemnation and any prepaid rent shall be adjusted. Tenant shall be entitled to receive and retain any amounts specifically awarded to it in any condemnation proceeding, because of the taking of its trade fixtures or furniture.

20. Subleasing and Assignment. The within Lease shall not be assigned and the premises, nor any portion thereof, shall not be sublet by the Tenant, nor shall the Tenant permit the occupancy of any other person or persons without first obtaining on each and every occasion the affirmation in writing of the Landlord.

A. Such affirmation by the Landlord shall not relieve the Tenant from its continuing obligations under the terms and conditions of this Lease unless so expressed by the Landlord in writing.

B. Such affirmation shall not be unreasonably withheld.

21. Default. Should the Tenant fail to perform any obligation under the terms and conditions of this Lease, or vacate or abandon the premises, and shall the default continue for a period of Thirty (30) days after notice thereof has been given to the Tenant by the Landlord, then in the event of any such default or breach by the Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting the Landlord in the exercise of any rights or remedies which the Landlord may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the premises by written notice (except in cases where the default involves nonpayment of rent or other monetary obligations, wherein the tenancy and possession shall have been automatically terminated), in which case the Lease shall terminate and the Tenant shall immediately surrender the premises to the Landlord. No expiration or termination of this Lease, summary proceedings, abandonment or vacancy, shall relieve the Tenant of liability and obligation under this Lease whether or not the premises shall be relet, and Tenant covenants and agrees in the event of any such expiration or termination of this Lease or summary proceedings, abandonment or vacancy, to pay to the Landlord as liquidated damages, an amount equal to the excess of rent or other payments by Tenant called for hereunder for the remainder of the term over the rental amount realized for the premises for the remainder of the term.

B. Expel the Tenant and any person or persons claiming through or under the Tenant and remove Tenant's affects without being deemed guilty in any manner of trespass, and without prejudice to any other remedies which might otherwise be available or used for arrearages of rent or other monetary obligations or preventing a breach of contract. Upon entry, all rights of Tenant hereunder shall terminate and all amounts due and owing shall forthwith be paid to the Landlord.

C. Maintain Tenant's right to possession in which case this Lease shall continue in affect whether or not Tenant shall have abandoned the premises. In such event, Landlord shall be entitled to enforce all of the Landlord's rights and remedies under this Lease including the right to recover the rent and any other charges and adjustments as may become due hereunder.

D. Pursue any other remedy now or hereafter available to the Landlord under the laws of the State of Maine.

If the nature of the Tenant's obligation which is in default is such that more than Thirty (30) days are required for performance or to cure the default, then the Tenant shall not be in default if the Tenant commences performance within such Thirty (30) day period and thereafter diligently prosecutes the same to completion.

22. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of the Landlord within a reasonable time, but in no event later than Sixty (60) days after Tenant's written notice is sent to the Landlord, specifying wherein the Landlord has failed to perform such obligation. Provided, however, that if the nature of the

Landlord's obligation is such that more than Sixty (60) days are required for performance than the Landlord shall not be in default if the Landlord commences performance within such Sixty (60) day period and thereafter diligently prosecutes the same to completion.

23. General Provisions.

A. Waiver – The waiver of any single breach of any term, condition, covenant, obligation or agreement of the within Lease shall not be considered a waiver of that or any other particular term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

B. Separability - If any provision of this Lease or portion thereof, or the application thereof, to an particular person or circumstances, is held to be invalid by a Court of competent jurisdiction, the remainder of the Lease, including the remainder of any such provision, and the application thereof, shall not be adversely affected thereby.

C. Joint Obligation – If there shall be more than One (1) Tenant, then the obligations hereunder imposed shall be joint and several.

D. Successors and Assigns – The covenants and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, administrators and assigns.

E. Authority of Tenant – If Tenant is a corporation or other type of organization requiring a party to execute this Lease in a representative capacity, each individual executing this Lease on behalf of said corporation or organization represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation or organization, in accordance with the by-laws or other operating documents of the corporation or organization, and that this Lease is binding upon said corporation or organization.

F. Memorandum of Lease – This Lease shall not be recorded in its entirety by either party unless by a short form Memorandum prepared by the Landlord executed by the parties in conformance with Maine State Law and recorded by the Tenant, who shall be responsible for the recording fee.

G. Cumulative Remedies – No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

H. Notices – All notices, demands, communications or other writing required hereunder shall be sent by regular mail and addressed to the following parties:

Landlord: City of Bath
c/o City Manager
55 Front Street
Bath. ME 04530

Tenant: Bath Brewing Company

141 Front Street
Bath, ME 04530

I. Choice of Law – This Lease will be governed by and construed in accordance with the laws of the State of Maine.

J. Enforcement Costs – Where a contested hearing is necessary in order to enforce the terms and conditions of this Lease Agreement and, where there has been demonstrated wanton disregard of any term of this Lease Agreement, costs, including reasonable attorney's fees, shall be awarded to the prevailing party.

K. Entire Agreement – This Lease contains the entire Agreement of the parties hereto with respect to any and all matters covered or mentioned in this Lease, and no prior Agreements or understandings pertaining to any of such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties.

WITNESS:

LANDLORD:
CITY OF BATH

By: Peter H. Owen, P.E.
Its: City Manager

TENANT:
BATH BREWING COMPANY

By: Terrence Geaghan
Its: Majority Owner

EXHIBIT A - Bath Brewing Lease
(2 Town Landing - Basement)

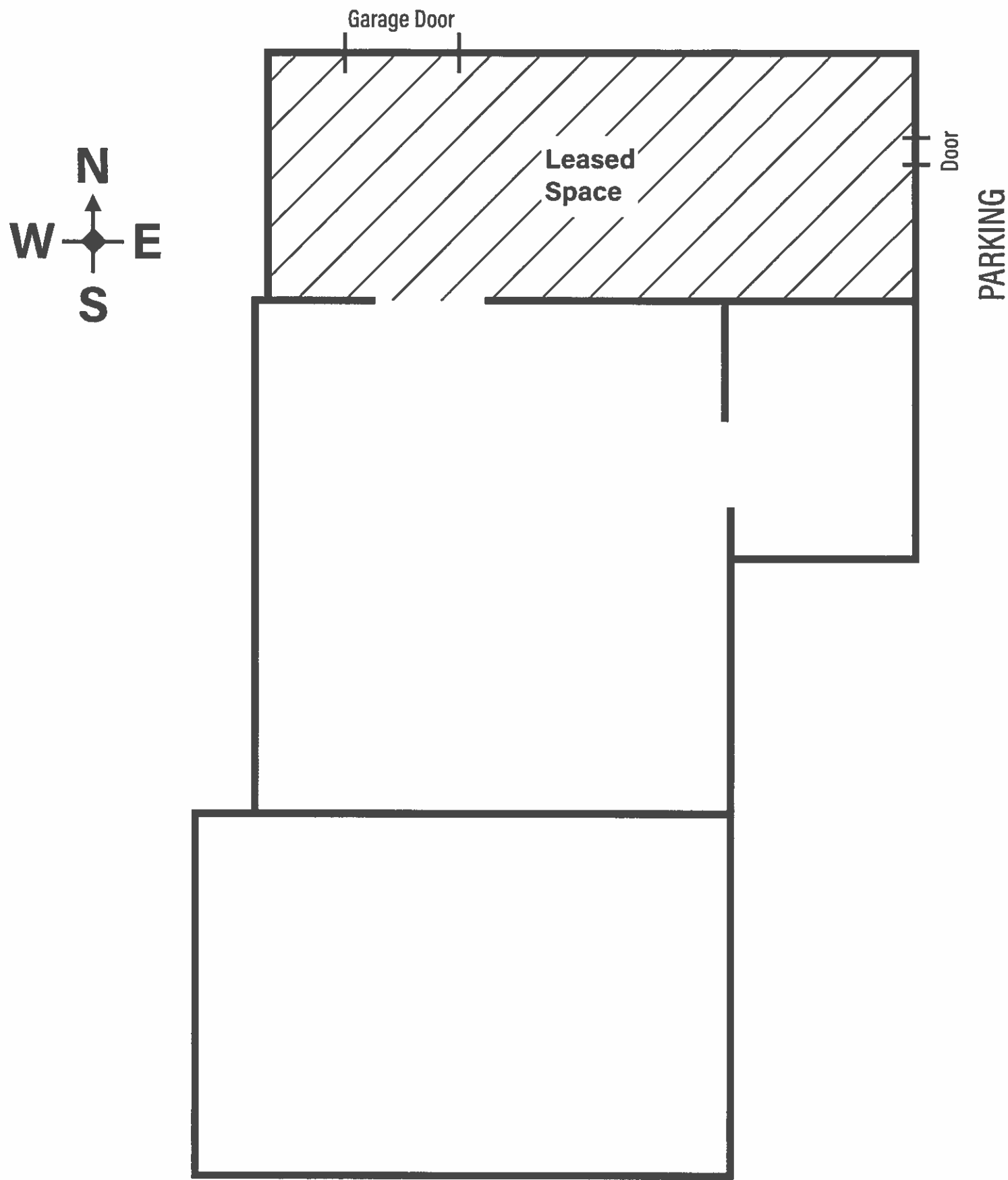


EXHIBIT B

This exhibit identifies work to be performed at 2 Town Landing, Suite 101, in Bath, Maine, at commencement of the lease between the City of Bath (Landlord) and Bath Brewing Company (Tenant).

All work is to be performed in a manner that is consistent with applicable local and state building and safety code requirements.

The Landlord agrees to:

1. Install a partition to separate the space from other areas of the building.
2. Update the sump pump system and associated drainage.

The Tenant agrees to:

1. Install heat pump(s).
2. Install insulation on the exterior walls.



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

Memorandum

To: Chair Eosco, Vice Chair Paulhus and Members of the City Council
CC: Peter Owen, City Manager
Date: October 29, 2020
From: Marc Meyers, Assistant City Manager
RE: 2 Town Landing Lease – KELT/Merrymeeting Gleaners

The City Manager's Office and Kennebec Estuary Land Trust have agreed to a one-year lease agreement at 2 Town Landing for shared space on the first floor of the facility.

KELT is organization behind Good Food For Bath, a partnership network of non-profit groups and organizations addressing food insecurity in the community. Merrymeeting Gleaners expressed need for space for cold storage, including refrigeration and freezer units, and food preparation. The space will be shared with the City's Waste Water Treatment Plant, which uses the space for storage.

2 Town Landing, the former Woodcrafters Building, is a City owned property and the City has not leased space in the building since 2014. The Facilities Committee recently toured the building supported the City activating this space for private use.

The City Council will be voting to approve the lease agreement and authorize the City Manager to execute said agreement.

ORDER APPROVING LEASE

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE LEASE BY AND BETWEEN THE CITY OF BATH AND KENNEBEC ESTUARY LAND TRUST, FOR SHARED SPACE AT 2 TOWN LANDING FOR A PERIOD OF ONE (1) YEAR COMMENCING DECEMBER 1, 2020, AND RUNNING THROUGH NOVEMBER 30, 2021, SAID LEASE BEING ATTACHED HERETO, BE AND HEREBY IS APPROVED AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE THE LEASE AND ANY OTHER DOCUMENTS NECESSARY TO ITS IMPLEMENTATION ON BEHALF OF THE CITY OF BATH.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement made this ____ day of November, 2020, by and between the City of Bath, a body corporate and politic, located in Bath, in the County of Sagadahoc, and State of Maine, hereinafter referred to as the "Landlord", and Kennebec Estuary Land Trust, a non-profit organization, in Bath, in the County of Sagadahoc, and State of Maine, hereinafter referred to as the "Tenant".

1. Leased Premises. Landlord does hereby lease to the Tenant, and the Tenant hereby leases from the Landlord, a portion of the property located on Town Landing, in Bath, in the County of Sagadahoc, and State of Maine, acquired by virtue of Warranty Deed from Kennebec Landings, LLC, to the City of Bath, dated January 4, 2005, and recorded in the Sagadahoc County Registry of Deed in Book 2512, Page 349 and formerly known as the Woodcrafters Building, being that portion of the premises located in the rear of the building on the ground level, specifically the shed addition of the building, consisting of +/- 282 square feet on the first floor and as depicted on Exhibit A attached hereto and incorporated herein. The leased premises shall be known as 2 Town Landing. As part of the demised premises, the Landlord agrees to provide the Tenant access to a restroom within the building premises. The demised premises shall be contained within shared space with the City of Bath.

2. Term.

- A. The term of this Lease shall be one (1) year commencing on December 1, 2020, and running through November 30, 2021.
- B. Renewal – The parties shall have the right to renew this Agreement for additional terms. Tenant shall exercise its renewal by giving notice of intent to renew to the Landlord at least Sixty (60) days prior to the termination of any term or renewal term. Such renewal shall be for terms(s) and provisions agreeable to both parties.

3. Use. The Tenant agrees to use the leased premises for manufacturing and not for any other purpose, including residential use. All use of the property shall be in conformity with applicable laws, rules and regulations as may presently exist or may be promulgated in the future and shall also be in accordance with any licenses or permits required for the use of the premises by the Tenant. The Tenant shall not do anything in or about the premises or bring nor keep anything therein which is not within the scope of the permitted use of the premises or which will in any way increase the existing rate or affect any fire or other insurance upon the building or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the premises which will in any way cause or maintain any nuisance.

4. Rent.

A. Initial Term –The rental cost shall be One Hundred Seventy-Six and 25/100 (\$176.25) per month with the first payment on December 1, 2020, and the first on each succeeding month of the term.

B. Renewal Term – The rental amount for the renewal term shall be agreed upon between the parties prior to commencement of the renewal term.

C. Late Fees – Any rental amount that is not paid within ten (10) days of the due date shall be considered late and shall be subject to a late fee of ten percent (10%) of the amount due.

5. Utilities and Services. The Landlord shall pay for utilities which may be provided to the Premises. The Tenant shall not expand these utilities without prior written consent of the Landlord. The Tenant shall be responsible for maintenance of its space.

6. Quiet Enjoyment. The Tenant, upon payment of all rental amounts due herein, performance of all of the terms and conditions of this Lease, and compliance with said terms and conditions, shall at all times during the Lease term and any renewal thereof, be entitled to peacefully and quietly occupy and enjoy the leased premises for the stated purpose without unreasonable disturbance from the Landlord.

7. ADA Compatibility. The Tenant and Landlord recognize that this building is not compatible with Americans With Disabilities Act requirements. The Landlord shall not be responsible for doing repairs or renovations to bring the demised premises into ADA compatibility status should that become necessary. If such compatibility status is imposed upon the demised premises, then the Tenant will have the option of making repairs and renovations to achieve compliance or will have the opportunity to terminate this Lease and vacate the premises.

9. Access. The Landlord, through its agents, representatives, contractors, or employees, shall have the right to enter the leased premises at any reasonable time for the purpose of inspection, or performing any work that the Landlord elects to undertake, or for such other purposes as the Landlord may determine. Such entry shall not unreasonably interfere with the quiet enjoyment of the Tenant. Landlord shall provide reasonable notice of its intent to exercise its right of access, except where emergency circumstances or conditions preclude such notice.

10. Signs. The Tenant shall not place or caused to be place or maintained on the building any sign, advertising matter or other written or pictorial matter of any kind except with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any signs erected by the Tenant, with permission of the Landlord, shall be at Tenant's expense and shall comply with all applicable laws, rules or regulations.

11. Parking. All parking by employees of the Tenant or others using the premises, shall be in the space marked "Parking" on Exhibit A. The parking area will be maintained by the Landlord.

12. Snow Removal. The Landlord agrees to provide snow removal services on a timely basis in the parking areas which are referenced in the within Lease.

13. Maintenance and Repairs. Any maintenance or repairs made necessary by the fault or neglect of the Tenant or his agents, employees, customers or invitees, shall be at the expense of the Tenant and the Tenant shall pay all costs therefor. All other maintenance, including, and repairs shall be made within a reasonable amount of time after notice thereof is given by the Tenant to the Landlord.

14. Alterations and Additions. To the extent applicable, any alterations, additions or improvements shall only be made with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. Such alterations, additions or improvements shall be at the sole expense and cost of the Tenant and, if deemed to be a fixture, shall ensure to the benefit of the Landlord upon termination, subject to Tenant's right to remove trade fixtures. Tenant shall keep premises free from any liens arising out of any work performed, materials furnished or obligations incurred as part of the alterations, additions or improvements.

15. Hold Harmless. The Tenant shall save Landlord harmless and indemnify Landlord from and against any and all injury, including death, to any person, and any loss of, or damage to any property within the leased premises, arising directly or indirectly out of the possession, use, occupation or control of the leased premises, and from and against all injury, including death, of any person or loss or damage to any property anywhere occasioned by any act, neglect or default of the Tenant, his agents, employees, invitees, licensees or contractors. This indemnification shall include all expenses including attorneys or other professional fees in connection with any loss or damage. The Landlord shall not be responsible or liable to the Tenant or to those claiming by, under or through the Tenant, unless the loss was proximately caused by the negligence of the Landlord, its agents or employees.

16. Insurance. At all times during the term of this Lease or any renewal term, the Tenant will purchase and keep in full force and effect, at his own expense, the following:

A. Public liability insurance naming the Landlord as additional insured, including insurance against assumed or contractual liability with respect to the premises to afford protection to the limit for each occurrence of not less than one million dollars (\$1,000,000.00) with respect to personal injury or death. Said insurance shall provide for coverage of other Tenants in the Landlord's building who might be harmed or injured, or suffer property damage, as a result of any activities caused by or occurring on Tenant's premises.

B. All risk casualty insurance, written at a replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the premises, including, without limitation, his inventory, trade fixtures, floor coverings, furniture and any other personal property removable by the Tenant under the provisions of this Lease.

Upon request of the Landlord, at each annual anniversary date, and at any other time reasonably requested, the Tenant shall provide certificates of insurance evidencing Tenant's compliance with these provisions.

Landlord shall provide during the term of this Lease and any renewal term thereof, public liability insurance.

17. Damage or Destruction. In case the leased premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord and put in proper condition for use and occupancy by Tenant within Sixty (60) days of said damage, provided, however, that in case the premises shall be so badly damaged by fire or any other casualty that the Landlord shall notify Tenant in writing that Landlord will not rebuild, this Lease shall terminate.

18. Liability for Injury or Damage. Landlord shall not in any event be liable for any injury or damage to any property or person happening on or about the demised premises, nor for any injury or damage to the demised premises nor to any property of the Tenant, or any other person contained therein; Tenant shall indemnify and save harmless the Landlord from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority, whomsoever, arising out of any accident, injury, or damage which shall happen in, upon or about the demised premises or appurtenances, or upon or under the streets, sidewalks, curbs or vaults in front of or adjacent thereto, however occurring, or for any matter or thing growing out of the condition, occupation, maintenance, repair, alteration, use or operation of the demised premises, or of the streets, sidewalks, curbs or vaults adjacent thereto, during the term of said Lease.

19. Condemnation. If the whole, or any portion of the leased premises shall be taken or condemned by any competent authority for any public or any quasi public use or purpose, then, in that event, the term of the within Lease shall cease and terminate as of the date of such taking and/or condemnation, and the entire award shall belong to the Landlord herein without any deduction therefrom for any interest now or hereafter vested in the Tenant. Tenant shall, however, continue to pay rent hereunder until such time as the Tenant shall be required to surrender possession of the premises as a consequence of such taking or condemnation and any prepaid rent shall be adjusted. Tenant shall be entitled to receive and retain any amounts specifically awarded to it in any condemnation proceeding, because of the taking of its trade fixtures or furniture.

20. Subleasing and Assignment. The within Lease shall not be assigned and the premises, nor any portion thereof, shall not be sublet by the Tenant, nor shall the Tenant permit the occupancy of any other person or persons without first obtaining on each and every occasion the affirmation in writing of the Landlord.

A. Such affirmation by the Landlord shall not relieve the Tenant from its continuing obligations under the terms and conditions of this Lease unless so expressed by the Landlord in writing.

B. Such affirmation shall not be unreasonably withheld.

21. Default. Should the Tenant fail to perform any obligation under the terms and conditions of this Lease, or vacate or abandon the premises, and shall the default continue for a period of Thirty (30) days after notice thereof has been given to the Tenant by the Landlord, then in the event of any such default or breach by the Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting the Landlord in the exercise of any rights or remedies which the Landlord may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the premises by written notice (except in cases where the default involves nonpayment of rent or other monetary obligations, wherein the tenancy and possession shall have been automatically terminated), in which case the Lease shall terminate and the Tenant shall immediately surrender the premises to the Landlord. No expiration or termination of this Lease, summary proceedings, abandonment or vacancy, shall relieve the Tenant of liability and obligation under this Lease whether or not the premises shall be relet, and Tenant covenants and agrees in the event of any such expiration or termination of this Lease or summary proceedings, abandonment or vacancy, to pay to the Landlord as liquidated damages, an amount equal to the excess of rent or other payments by Tenant called for hereunder for the remainder of the term over the rental amount realized for the premises for the remainder of the term.

B. Expel the Tenant and any person or persons claiming through or under the Tenant and remove Tenant's effects without being deemed guilty in any manner of trespass, and without prejudice to any other remedies which might otherwise be available or used for arrearages of rent or other monetary obligations or preventing a breach of contract. Upon entry, all rights of Tenant hereunder shall terminate and all amounts due and owing shall forthwith be paid to the Landlord.

C. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the premises. In such event, Landlord shall be entitled to enforce all of the Landlord's rights and remedies under this Lease including the right to recover the rent and any other charges and adjustments as may become due hereunder.

D. Pursue any other remedy now or hereafter available to the Landlord under the laws of the State of Maine.

If the nature of the Tenant's obligation which is in default is such that more than Thirty (30) days are required for performance or to cure the default, then the Tenant shall not be in default if the Tenant commences performance within such Thirty (30) day period and thereafter diligently prosecutes the same to completion.

22. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of the Landlord within a reasonable time, but in no event later than Sixty (60) days after Tenant's written notice is sent to the Landlord, specifying wherein the Landlord has failed to perform such obligation. Provided, however, that if the nature of the

Landlord's obligation is such that more than Sixty (60) days are required for performance than the Landlord shall not be in default if the Landlord commences performance within such Sixty (60) day period and thereafter diligently prosecutes the same to completion.

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A. Waiver – The waiver of any single breach of any term, condition, covenant, obligation or agreement of the within Lease shall not be considered a waiver of that or any other particular term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

B. Separability - If any provision of this Lease or portion thereof, or the application thereof, to an particular person or circumstances, is held to be invalid by a Court of competent jurisdiction, the remainder of the Lease, including the remainder of any such provision, and the application thereof, shall not be adversely affected thereby.

C. Joint Obligation – If there shall be more than One (1) Tenant, then the obligations hereunder imposed shall be joint and several.

D. Successors and Assigns – The covenants and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, administrators and assigns.

E. Authority of Tenant – If Tenant is a corporation or other type of organization requiring a party to execute this Lease in a representative capacity, each individual executing this Lease on behalf of said corporation or organization represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation or organization, in accordance with the by-laws or other operating documents of the corporation or organization, and that this Lease is binding upon said corporation or organization.

F. Memorandum of Lease – This Lease shall not be recorded in its entirety by either party unless by a short form Memorandum prepared by the Landlord executed by the parties in conformance with Maine State Law and recorded by the Tenant, who shall be responsible for the recording fee.

G. Cumulative Remedies – No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

H. Notices – All notices, demands, communications or other writing required hereunder shall be sent by regular mail and addressed to the following parties:

Landlord: City of Bath
c/o City Manager
55 Front Street
Bath, ME 04530

Tenant: Kennebec Estuary Land Trust

Box 1128
Bath, ME 04530

I. Choice of Law – This Lease will be governed by and construed in accordance with the laws of the State of Maine.

J. Enforcement Costs – Where a contested hearing is necessary in order to enforce the terms and conditions of this Lease Agreement and, where there has been demonstrated wanton disregard of any term of this Lease Agreement, costs, including reasonable attorney's fees, shall be awarded to the prevailing party.

K. Entire Agreement – This Lease contains the entire Agreement of the parties hereto with respect to any and all matters covered or mentioned in this Lease, and no prior Agreements or understandings pertaining to any of such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties.

WITNESS:

LANDLORD:
CITY OF BATH

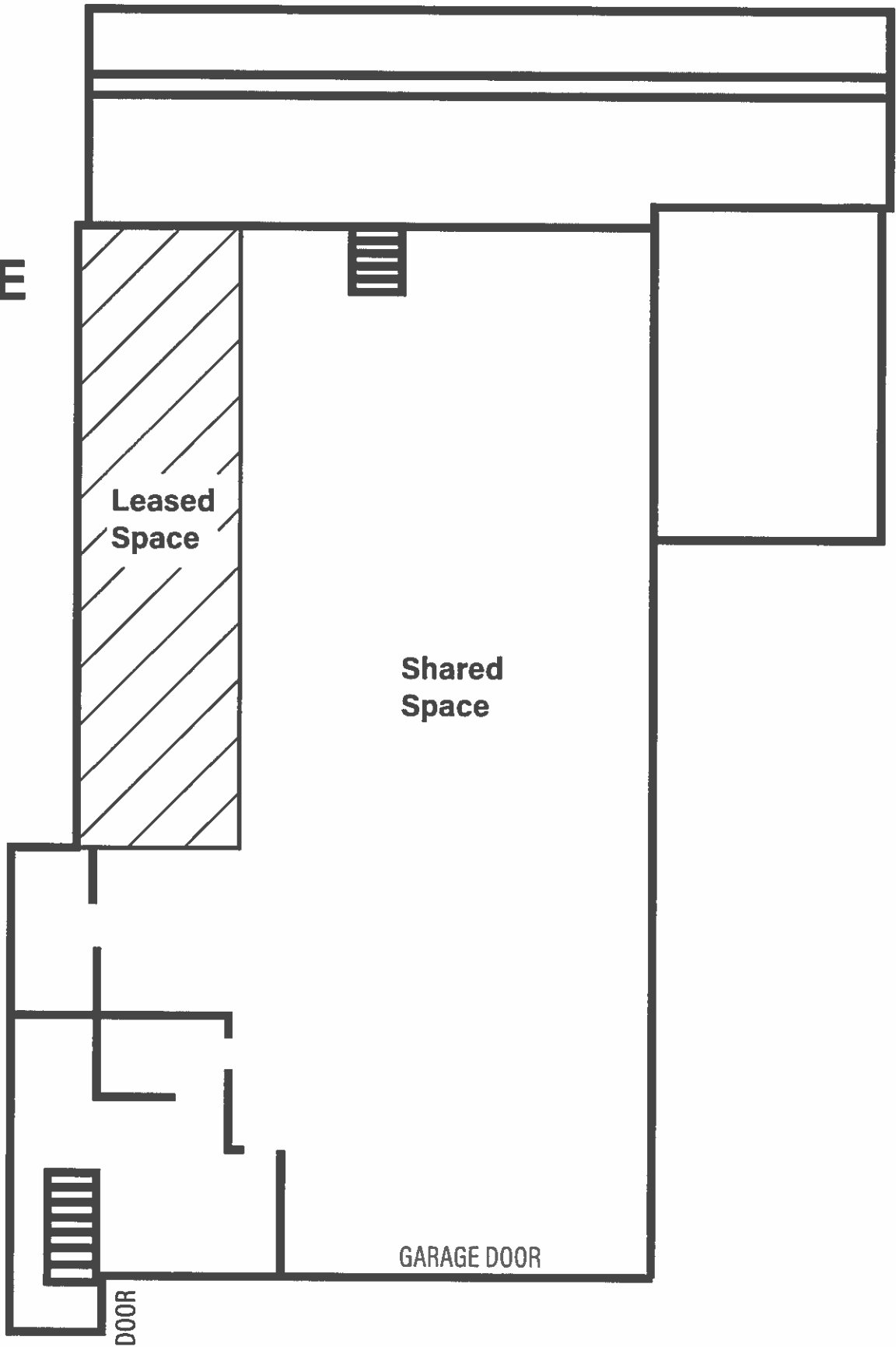
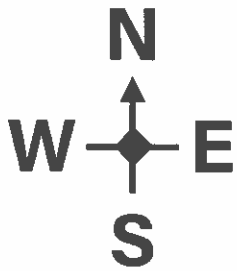
By: Peter H. Owen, P.E.
Its: City Manager

TENANT:
KENNEBEC ESTUARY LAND TRUST

By: Carrie Kinne
Its: Executive Director

EXHIBIT A - Merrymeeting Food Council

(2 Town Landing - 1st Floor)



PARKING



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

h

Memorandum

To: Chair Eosco, Vice Chair Paulhus and Members of the City Council

CC: Peter Owen, City Manager

Date: October 29, 2020

From: Marc Meyers, Assistant City Manager

RE: **Butler Head Property Transfers and Conservation Easement Update**

The City Council will be reviewing several items this evening related to Butler Head Preserve on Merrymeeting Bay in north Bath.

Butler Head Preserve is 141 acres of City property (Map 4, Lot 26) held in conservation easement. The easement is a collaborative effort under the guidance of the City, the Bath Community Forestry Committee and Kennebec Estuary Land Trust. The City is the property owner, BCFC oversees the management of the property and KELT ensures the property is legally protected for conservation. The City, BCFC and KELT agreed to the conservation easement in 2013. In 2018, KELT acquired three parcels abutting City property (Map 4, Lots 23-25) and expressed plans to transfer of the parcels to the City and update the conservation easement.

During this time, BCFC received a grant to update survey work and clarify property lines in Butler Head. The survey update identified several encroachments upon City property that needed to be addressed before the conservation easement could be updated. Most of these encroachments were able to be addressed quickly, but the City and KELT worked with property owners at 49 Mallard Road (Map 4, Lot 10) to address a septic system that was installed and extended onto City property.

The City and Jimmy and Donna Pine, owners of 49 Mallard Road, have agreed to a land swap to allow the septic system to continue to exist, while not disrupting the legal protection of property held in the conservation easement. The City will be transferring 7,990 square feet of property to the Pines that abuts 49 Mallard Road and the Pines will be transferring 7,990 square feet of a neighboring property (Map 4, Lot 9).



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

The actions by the City Council will include approval of the transfer of three properties from KELT to the City, approval of the transfer of property from the owners of 49 Mallard Road to the City, approval of the transfer of property from the City to the owners of 49 Mallard Road and approval the conservation easement as amended. If the City Council chooses to not approve or table either of the real estate transfers, then staff would recommend that the conservation easement amendment would be tabled until a later date.

ORDER APPROVING LAND SWAP AND EASEMENT

WHEREAS, in the course of updating and managing the Butler Head Conservation Easement, it has been determined that there is an encroachment of a septic disposal system on property of the City for the benefit of a dwelling on adjacent property owned by Donna M. Pine and James L. Pine, Jr; and

WHEREAS, an agreement has been reached by all of the parties, the City of Bath, the Pines, and the Kennebec Estuary Land Trust, that there be a swap of property that would place most of the septic disposal system on property to be acquired by the Pines, and to provide an Easement for the small additional area remaining on Bath property;

WHEREAS, the land swap involves the identical amount of land, 7,990 square feet.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that a swap of the property in equal amounts by and between the Pines and the City of Bath, with the consent of the Kennebec Estuary Land Trust, to be accomplished by an exchange of Deeds, together with an Easement for a portion of the septic disposal system area still encroaching on the City of Bath property, be and hereby is approved and the City Manager is authorized to execute such Deeds and Easement, in substantially the form as attached hereto, and such other documentation that may be necessary, appropriate or convenient to the consummation of this transaction and subject to his review and approval.

QUIT-CLAIM DEED
(With Covenant)

KNOW ALL MEN BY THESE PRESENTS, THAT we, **JAMES L. PINE, JR. and DONNA M. PINE**, of Newton, in the County of Middlesex, and Commonwealth of Massachusetts, in consideration of One Dollar and other good and valuable consideration paid by the **CITY OF BATH**, a body corporate and politic, located at 55 Front Street, in Bath, in the County of Sagadahoc, and State of Maine, the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said **CITY OF BATH**, whose mailing address is 55 Front Street, Bath, ME, 04530, its successor and assigns forever, the land in Bath, County of Sagadahoc, and State of Maine more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging to the said **CITY OF BATH**, its successors and assigns forever.

AND we do covenant with the said Grantee, its successor and assigns, that we will warrant and forever defend the premises to the said Grantee, its successor and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us.

IN WITNESS WHEREOF, the said **JAMES L. PINE, JR. and DONNA M. PINE** have hereunto set our hands and seals this ____ day of _____, in the year of our Lord two thousand and twenty.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

James L. Pine, Jr.

Donna M. Pine

STATE OF MAINE
SAGADAHOC, SS.

_____, 2020

Personally appeared the above named **JAMES L. PINE, JR. and DONNA M. PINE** and
acknowledged the above instrument to be their free act and deed.

Before me,

Notary Public/Attorney At Law

Sitelines # 2355
Pines to City

Exhibit A

**Description of Land
Northwesterly of Mallard Drive
Bath, Maine**

A certain parcel of land, with the improvements thereon, located northwesterly of Mallard Road on Butler Head in Bath, County of Sagadahoc, State of Maine, said parcel being depicted on a plan entitled, "Survey Plan for Kennebec Estuary Land Trust of land on Mallard Road, Butler Head, Bath, Maine", dated October 19, 2020, by Bruce W. Martinson of Sitelines, P.A., to be recorded in the Registry of Deeds for said County, said parcel being more particularly described as follows:

BEGINNING at the waters of Merrymeeting Bay at the most westerly corner of land conveyed by Quinn to Donna M. Pine and James L. Pine, Jr. by deed 2018R-04774 (the Grantors herein), which corner is also at land of the City of Bath (the Grantee herein) as described in a deed in Book 354, Page 1092;

THENCE S 45° 54' 08" E along said land of the City, a distance of 100.00 feet to the most southerly corner of said land of Pines;

THENCE N 57° 32' 08" E along said land of the City a distance of 85.93 feet to a point, being the most westerly corner on the land to be conveyed from the City of Bath to Donna M. Pine and James L. Pine, by a separate deed dated even or near-even herewith;

THENCE N 45° 54' 08" W along remaining land of Donna R. Pine and James L. Pine, Jr., as described in said deed 2018R-04774, a distance of 61.02 feet to a survey pin set, thence continuing N 45° 54' 08" W along said remaining land of Donna R. Pine and James L. Pine, Jr, a distance of 30 feet, more or less, to said waters of Merrymeeting Bay;

THENCE southwesterly along said waters a distance of 88 feet, more or less, to the **POINT OF BEGINNING**.

Containing 7,990 sq. ft. ±

Being a portion of the land described in said deed 2018R-04774.

All survey pins set are rebars with aluminum caps bearing the terms "Martinson" and "PLS 2137".

**QUIT-CLAIM DEED
(With Covenant)**

KNOW ALL MEN BY THESE PRESENTS, THAT the **CITY OF BATH**, a body corporate and politic, located at 55 Front Street, in Bath, in the County of Sagadahoc, and State of Maine, in consideration of One Dollar and other good and valuable consideration paid by **JAMES L. PINE, JR. and DONNA M. PINE**, of Newton, in the County of Middlesex, and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said **JAMES L. PINE, JR. and DONNA M. PINE**, whose mailing address is 50 Staniford Street, Newton, MA, 02466, their heirs and assigns forever, the land in Bath, County of Sagadahoc, and State of Maine more particularly described in Exhibit A attached hereto and made a part hereof.

Also granting an easement to run with the land conveyed by this Deed above-captioned and property conveyed to Donna M. Pine and James L. Pine, Jr., by virtue of Deed recorded in the Sagadahoc County Registry of Deeds in Book 2018R, Page 03938. The purpose of the easement is to maintain a portion of the existing septic disposal area remaining on City property and to maintain, repair, and replace the area, returning the property as near to its natural state as existed before any maintenance, repair or replacement. The location of the septic disposal area easement is depicted on the above-captioned Sitelines, P.A. Map, dated October 19, 2020, and is abutting the property above transferred to the Southwest.

The Kennebec Estuary Land Trust, by and through its Executive Director, joins in this Deed and Easement and does hereby consent to this conveyance of interests to the Grantees herein, to the extent that such land and easement encumbered the land constituting the Conservation Easement as conveyed by the City of Bath to the Kennebec Estuary Land Trust, said Easement being dated February 28, 2014 and recorded in the Sagadahoc County Registry of Deeds in Book 3578, Page 38, and any amendments thereto, and a Plan of which recorded in the Sagadahoc County Registry of Deeds in Plan Book 49, Pages 80, 81 and 82. It is the purpose of this consent to release the land conveyed and easement from the operation of the Conservation Easement.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging to the said **JAMES L. PINE, JR. and DONNA M. PINE**, their heirs and

AND it does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the **CITY OF BATH** has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Peter H. Owen, its City Manager, thereunto duly authorized by Order approved by City Council on November 4, 2020, and the **KENNEBEC ESTUARY LAND TRUST**, has caused this instrument to be signed and sealed in its corporate name by _____, its _____, both on this _____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

CITY OF BATH

Peter H. Owen
City Manager

KENNEBEC ESTUARY LAND TRUST

By: Carrie Kinne
Its: Executive Director

STATE OF MAINE
SAGadahoc, SS.

_____, 2020

Personally appeared the above named Peter H. Owen, City Manager to the City of Bath, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the said municipality.

Before me,

Notary Public/Attorney At Law

STATE OF MAINE
SAGadahoc, SS.

_____, 2020

Personally appeared the above named Carrie Kinne, Executive Director of KENNEBEC ESTUARY LAND TRUST, and acknowledged the above instrument to be her free act and deed in her said capacity and the free act and deed of the said corporation.

Before me,

Notary Public/Attorney At Law

Sitelines # 2355
City to Pines

Exhibit A

**Description of Land
Northwesterly of Mallard Drive
Bath, Maine**

A certain parcel of land, with the improvements thereon, located northwesterly of Mallard Road on Butler Head in Bath, County of Sagadahoc, State of Maine, said parcel being depicted on a plan entitled, "Survey Plan for Kennebec Estuary Land Trust – Mallard Road, Butler Head, Bath, Maine", dated October 19, 2020, by Bruce W. Martinson of Sitelines, P.A. to be recorded in the Registry of Deeds for said County, said parcel being more particularly described as follows:

BEGINNING at an iron pipe found at the most easterly corner of land conveyed to Donna M. Pine and James L. Pine, Jr. by deed 2018R-03938 as recorded in said Registry, which pipe is shown on said plan to be 101.63' southeasterly of the high water line of Merrymeeting Bay;

THENCE S 45° 54' 08" E along land of the City of Bath (the Grantor herein) a distance of 48.47 feet to an iron pipe found;

THENCE S 51° 05' 52" W along said land of City of Bath a distance of 165.79 feet to a survey pin set;

THENCE N 45° 54' 08" W along said land a distance of 50.29 feet to a point on the southeasterly boundary of land conveyed to Donna Pine and James Pine, Jr. by deed 2018R-04774;

THENCE N 57° 32' 08" E along said land described in deed 2018R-04774 a distance of 16.11 feet to the most southerly corner of said land of said Trust;

THENCE N 51° 05' 52" E along said Trust land a distance of 150.00 feet to the **POINT OF BEGINNING.**

Containing 7,990 sq. ft. ±

**QUIT-CLAIM DEED
(With Covenant)**

KNOW ALL MEN BY THESE PRESENTS, THAT the **KENNEBEC ESTUARY LAND TRUST**, a nonprofit corporation organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 1128, Bath, ME 04530, in consideration of One Dollar and other good and valuable consideration paid by **CITY OF BATH**, a body corporate and politic, located at 55 Front Street, in Bath, in the County of Sagadahoc, and State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said **CITY OF BATH**, its successors and assigns forever, the land in Bath, County of Sagadahoc, and State of Maine more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging to the said **CITY OF BATH**, its successors and assigns forever.

AND it does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the **KENNEBEC ESTUARY LAND TRUST** has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Carrie Kinne, its Executive Director, thereunto duly authorized this _____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

KENNEBEC ESTUARY LAND TRUST

STATE OF MAINE
SAGADAHOC, SS.

By: Carrie Kinne
Its: Executive Director

_____, 2020

Personally appeared the above named Carrie Kinne, Executive Director of **KENNEBEC ESTUARY LAND TRUST**, and acknowledged the above instrument to be her free act and deed in her said capacity and the free act and deed of the said corporation.

Before me,

Notary Public/Attorney At Law

EXHIBIT A
(Kennebec Estuary Land Trust to Inhabitants of the City of Bath)

Parcel One – Map 4, Lot 22

Certain land in Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

A certain lot or parcel of land, together with any improvements thereon, situated on the west side of Butler's Cove, so-called, in Merrymeeting Bay in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron pipe marking the northwest corner of land described in the Warranty Deed of Kristin S. Gowen to Kennebec Estuary Land Trust dated October 10, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 7319, and also marking the southwest corner of the within-conveyed parcel;

THENCE S 89° 01' 56" E, along the northern boundary of land now of Kennebec Estuary Land Trust, to the high water mark of Merrymeeting Bay;

THENCE Northerly, along the high water mark of Merrymeeting Bay, a distance of 100 feet, more or less, to the land now of the City of Bath;

THENCE running back from Merrymeeting Bay N 89° 01' 56" W, a distance of 191.85 feet to a point marking the northwest corner of the within-conveyed parcel;

THENCE S 02° 41' 36" W, also along land now of the City of Bath, a distance of 99.95 feet to the iron pipe marking the point of beginning.

TOGETHER WITH another parcel of land or flats, so-called, extending from the above-described premises and maintaining the same width to the low water mark of Merrymeeting Bay.

TOGETHER WITH a right of way to the main highway over land formerly of Herbert E. Babb et al, now City of Bath, and **TOGETHER WITH** the right to use spring water on land formerly of said Babb et al.

For source of title, reference may be had to the deed from Joseph L. Fontaine and Michelle M. Cyr to Kennebec Estuary Land Trust dated January 17, 2019 and recorded in the Sagadahoc County Registry of Deeds, Book 2019R, Page 00309. Further reference may be had to a Boundary Line Agreement between Edward C. Hunt and Kristin S. Neuman n/k/a Kristin S. Gowen dated September 7, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 6928.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L22" on the survey entitled "*Survey Plan for Kennebec Estuary Land Trust*" by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

Parcel Two – Map 4, Lot 23

A certain lot or parcel of land, together with the improvements thereon, situated on the west side of Butler's Cove, so-called, in Merrymeeting Bay in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron pipe marking the southwest corner of land described in the Quitclaim Release Deed of Edward C. Hunt to Joseph L. Fontaine and Michelle M. Cyr dated September 7, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 6531, and also marking the northwest corner of the within-conveyed parcel;
THENCE S 89° 01' 56" E, along the southern boundary of land of Fontaine and Cyr, to the high water mark of Merrymeeting Bay;

THENCE Southerly, along the high water mark of Merrymeeting Bay, a distance of 68 feet, more or less, to a point lying S 89° 01' 56" E a distance of 50 feet, more or less, from a pin or pipe;

THENCE running back from Merrymeeting Bay N 89° 01' 56" W, through the above mentioned pin or pipe, a distance of 130 feet, more or less, to a point;

THENCE N 02° 41' 36" E, along land now of the City of Bath, a distance of 66.79 feet to the iron pipe marking the point of beginning.

TOGETHER WITH another parcel of land or flats, so-called, extending from the above-described premises and maintaining the same width to the low water mark of Merrymeeting Bay.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L23" on the survey entitled "*Survey Plan for Kennebec Estuary Land Trust*" by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

For source of title, see deed from Kristen S. Gowen to Kennebec Estuary Land Trust, dated October 10, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 07319.

Parcel Three - Map 4, Lot 24

A certain lot or parcel of land, together with the improvements thereon, situated on the west side of Butler's Cove, so-called, in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron post on top of the river bank located at the Northeast corner of said lot;

THENCE West 100 feet to an iron post set in the ground;

THENCE South 50 feet to an iron post set in the ground;

THENCE East, parallel with the North line 100 feet to a post on top of the river bank;

THENCE North 50 feet to the first mentioned-bound.

TOGETHER WITH all shore privileges East of said above described lot of land to low water mark.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L24" on the survey entitled "*Survey Plan for Kennebec Estuary Land Trust*" by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

For source of title, see deed from Jason Lee Knight to Kennebec Estuary Land Trust, dated October 10, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 07318.

ORDER ACCEPTING TRANSFER OF REAL ESTATE

WHEREAS, the Kennebec Estuary Land Trust has acquired property designated as Tax Map 4, Lot 22, from Joseph L. Fontaine and Michelle M. Cyr, by Deed dated January 17, 2019, and recorded in the Sagadahoc County Registry of Deeds in Book 2019R, Page 00309, property designated as Tax Map 4, Lot 23, by virtue of Warranty Deed from Kristin S. Gowen f/k/a Kristin S. Neuman, dated October 10, 2018, and recorded in the Sagadahoc County Registry of Deeds in Book 2018R, Page 07319, and property designated as Tax Map 4, Lot 24, by virtue of Warranty Deed from Jason Lee Knight, dated October, 2018, and recorded in the Sagadahoc County Registry of Deeds in Book 2018R, Page 07318; and

WHEREAS, the Kennebec Estuary Land Trust is desirous of conveying this property to the City of Bath in order to include this property in the Buter Head Conservation Easement.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the proposed conveyance from the Kennebec Estuary Land Trust, in substantially the form attached hereto, be and hereby is approved and that the City Manager is authorized to execute such documents as are necessary, appropriate, or convenient to consummate the transaction.

**QUIT-CLAIM DEED
(With Covenant)**

KNOW ALL MEN BY THESE PRESENTS, THAT the **KENNEBEC ESTUARY LAND TRUST**, a nonprofit corporation organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 1128, Bath, ME 04530, in consideration of One Dollar and other good and valuable consideration paid by **CITY OF BATH**, a body corporate and politic, located at 55 Front Street, in Bath, in the County of Sagadahoc, and State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said **CITY OF BATH**, its successors and assigns forever, the land in Bath, County of Sagadahoc, and State of Maine more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging to the said **CITY OF BATH**, its successors and assigns forever.

AND it does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the **KENNEBEC ESTUARY LAND TRUST** has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Carrie Kinne, its Executive Director, thereunto duly authorized this _____ day of _____, 2020.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

KENNEBEC ESTUARY LAND TRUST

STATE OF MAINE
SAGADAHOC, SS.

By: Carrie Kinne
Its: Executive Director

_____, 2020

Personally appeared the above named Carrie Kinne, Executive Director of **KENNEBEC ESTUARY LAND TRUST**, and acknowledged the above instrument to be her free act and deed in her said capacity and the free act and deed of the said corporation.

Before me,

Notary Public/Attorney At Law

EXHIBIT A
(Kennebec Estuary Land Trust to Inhabitants of the City of Bath)

Parcel One – Map 4, Lot 22

Certain land in Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

A certain lot or parcel of land, together with any improvements thereon, situated on the west side of Butler's Cove, so-called, in Merrymeeting Bay in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron pipe marking the northwest corner of land described in the Warranty Deed of Kristin S. Gowen to Kennebec Estuary Land Trust dated October 10, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 7319, and also marking the southwest corner of the within-conveyed parcel;

THENCE S 89° 01' 56" E, along the northern boundary of land now of Kennebec Estuary Land Trust, to the high water mark of Merrymeeting Bay;

THENCE Northerly, along the high water mark of Merrymeeting Bay, a distance of 100 feet, more or less, to the land now of the City of Bath;

THENCE running back from Merrymeeting Bay N 89° 01' 56" W, a distance of 191.85 feet to a point marking the northwest corner of the within-conveyed parcel;

THENCE S 02° 41' 36" W, also along land now of the City of Bath, a distance of 99.95 feet to the iron pipe marking the point of beginning.

TOGETHER WITH another parcel of land or flats, so-called, extending from the above-described premises and maintaining the same width to the low water mark of Merrymeeting Bay.

TOGETHER WITH a right of way to the main highway over land formerly of Herbert E. Babb et al, now City of Bath, and **TOGETHER WITH** the right to use spring water on land formerly of said Babb et al.

For source of title, reference may be had to the deed from Joseph L. Fontaine and Michelle M. Cyr to Kennebec Estuary Land Trust dated January 17, 2019 and recorded in the Sagadahoc County Registry of Deeds, Book 2019R, Page 00309. Further reference may be had to a Boundary Line Agreement between Edward C. Hunt and Kristin S. Neuman n/k/a Kristin S. Gowen dated September 7, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 6928.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L22" on the survey entitled "*Survey Plan for Kennebec Estuary Land Trust*" by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

Parcel Two – Map 4, Lot 23

A certain lot or parcel of land, together with the improvements thereon, situated on the west side of Butler's Cove, so-called, in Merrymeeting Bay in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron pipe marking the southwest corner of land described in the Quitclaim Release Deed of Edward C. Hunt to Joseph L. Fontaine and Michelle M. Cyr dated September 7, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 6531, and also marking the northwest corner of the within-conveyed parcel; THENCE S 89° 01' 56" E, along the southern boundary of land of Fontaine and Cyr, to the high water mark of Merrymeeting Bay;

THENCE Southerly, along the high water mark of Merrymeeting Bay, a distance of 68 feet, more or less, to a point lying S 89° 01' 56" E a distance of 50 feet, more or less, from a pin or pipe;

THENCE running back from Merrymeeting Bay N 89° 01' 56" W, through the above mentioned pin or pipe, a distance of 130 feet, more or less, to a point;

THENCE N 02° 41' 36" E, along land now of the City of Bath, a distance of 66.79 feet to the iron pipe marking the point of beginning.

TOGETHER WITH another parcel of land or flats, so-called, extending from the above-described premises and maintaining the same width to the low water mark of Merrymeeting Bay.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L23" on the survey entitled "*Survey Plan for Kennebec Estuary Land Trust*" by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

For source of title, see deed from Kristen S. Gowen to Kennebec Estuary Land Trust, dated October 10, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 07319.

Parcel Three - Map 4, Lot 24

A certain lot or parcel of land, together with the improvements thereon, situated on the west side of Butler's Cove, so-called, in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron post on top of the river bank located at the Northeast corner of said lot;

THENCE West 100 feet to an iron post set in the ground;

THENCE South 50 feet to an iron post set in the ground;

THENCE East, parallel with the North line 100 feet to a post on top of the river bank;

THENCE North 50 feet to the first mentioned-bound.

TOGETHER WITH all shore privileges East of said above described lot of land to low water mark.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L24" on the survey entitled "*Survey Plan for Kennebec Estuary Land Trust*" by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

For source of title, see deed from Jason Lee Knight to Kennebec Estuary Land Trust, dated October 10, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 07318.

**ORDER APPROVING AMENDED AND RESTATED
CONSERVATION EASEMENT ON BUTLER HEAD
BETWEEN THE CITY OF BATH AND
THE KENNEBEC ESTUARY LAND TRUST**

WHEREAS, the City of Bath and the Kennebec Estuary Land Trust executed a Conservation Easement by instrument dated February 24, 2014, and recorded in the Sagadahoc County Registry of Deeds in Book 3578, Page 38, which established a Conservation Easement over and across property at Butler Head owned by the City of Bath; and

WHEREAS, circumstances since the approval of the Conservation Easement, including changes in land ownership and other land acquisitions, have made it appropriate to make amendments to the Conservation Easement; and

WHEREAS, the Kennebec Estuary Land Trust has proposed an Amended and Restated Conservation Easement for the Butler Head Property.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the Amended and Restated Conservation Easement with the Kennebec Estuary Land Trust, in substantially the form attached, be and hereby is approved and that the City Manager is authorized to execute the Easement, and such other documents as may be necessary, appropriate, or convenient to the implementation and management of the Easement.

**AMENDED AND RESTATED CONSERVATION EASEMENT ON
BUTLER HEAD,
CITY OF BATH PROPERTY,
BATH, SAGADAHOC COUNTY, MAINE,
TO KENNEBEC ESTUARY LAND TRUST**

THE CITY OF BATH, a municipal corporation, with a mailing address of 55 Front Street, Bath, ME 04530 (hereinafter referred to as the "GRANTOR"), GRANTS to **KENNEBEC ESTUARY LAND TRUST**, a nonprofit corporation organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 1128, Bath, ME 04530 (hereinafter referred to as the "HOLDER").

with QUITCLAIM COVENANT, in perpetuity, the following described Amended and Restated Conservation Easement on approximately 141 +/- acres of land known as Butler Head, in the City of Bath, Sagadahoc County, Maine (hereinafter referred to as the "Protected Property"), which Protected Property is more particularly described on Exhibit A and depicted on Exhibit C, both attached hereto and made a part hereof by reference; BEING SUBJECT TO, however, a Sugarbush Lease Agreement, dated January 5, 2011, as may be extended or renewed for additional terms, AND EXCEPTING previous conveyances of portions of the Protected Property, or interests therein, as listed in Exhibit B, attached hereto and incorporated herein by reference. The Protected Property is the remaining portion of the real estate conveyed to Grantor by Warranty Deed from Dorothy Cummings, dated March 24, 1967, and recorded in the Sagadahoc County Registry of Deeds in Book 354, Page 1092.

This Amended and Restated Conservation Easement amends, restates, supersedes and replaces, the "Original Conservation Easement" granted over the Protected Property. The "Original Conservation Easement" was granted by Grantor to the Holder, by a deed dated February 28, 2014 and recorded in the Sagadahoc County Registry of Deeds at Book 3578, Page 38.

- Conservation Purposes -

The Amended and Restated Conservation Easement on the Protected Property is granted exclusively for the following conservation purposes (hereinafter the "Conservation Purposes"):

to provide significant public benefit by protecting and preserving in perpetuity: (a) the wildlife habitat and natural features of the Protected Property; (b) the opportunity for the general public to enjoy the low-impact outdoor recreational opportunities on the Protected Property; and (c) the scenic views of the Protected Property, as enjoyed by the general public from Butler Head and adjacent waters.

RECITALS

The following recitals more particularly describe the conservation values of the Protected Property and the public benefit of this grant.

WHEREAS, Grantor is the sole owner of the Protected Property, composed of approximately 141 +/- acres of forest land and wetlands on the shore of Merrymeeting Bay; and

WHEREAS, the Protected Property contains forest land, wildlife habitat, and wetlands having wildlife, natural, ecological, and aesthetic values in its present relatively natural state and adjoins wetlands, habitat and woodlands of special natural values to the surrounding community and the public at large; and

WHEREAS, development of the Protected Property beyond the limits allowed herein would have an adverse effect on the water and environment in and around the Kennebec River and Estuary, on the maintenance of the region as a suitable habitat for indigenous flora and fauna, and on the physical access to the Protected Property by the general public; and

WHEREAS, the Protected Property lies within the Lower Kennebec River Focus Area, which has been designated as one of the highest priorities for the State to protect under the North American Waterfowl Management Plan, a program of the United States Fish and Wildlife Service; and

WHEREAS, according to a report entitled *Fish and Wildlife Resources in the Merrymeeting Bay and Lower Kennebec Focus Area*, U.S. Fish and Wildlife Service (USFWS), Gulf of Maine Coastal and Estuary Project, November, 1993, the waters in the vicinity of the Protected Property are identified as having high cumulative wildlife values, as well as having high values specifically for breeding birds, endangered and rare species, and waterfowl habitat; and

WHEREAS, according to the above-mentioned report, the Lower Kennebec River Focus Area is home to thousands of ducks, geese, rails, wading birds, and other water dependent species during spring and fall migration, are used by nearly every species of waterfowl seen in the Atlantic Fly-way, and provide critical over-wintering habitat for eagles and waterfowl; and

WHEREAS, Maine Department of Inland Fisheries and Wildlife, Beginning with Habitat program has identified the Protected Property as part of a "Large Habitat Block" of 299 acres; and

WHEREAS, preserving the scenic character of the Protected Property will enhance the quality of recreation enjoyed by the public on Butler Head trails and on adjacent waters; and

WHEREAS, the Protected Property, in conjunction with the other nearby properties, hosts a multi-use recreational trail that will connect several key recreational and conservation areas in the City of Bath; and

WHEREAS, the Grantor and Holder agree that the permanent protection of the Protected Property for conservation and low-impact, outdoor recreation by the general public will make a lasting contribution to the State of Maine;

WHEREAS, this Amended and Restated Conservation Easement amends the Original Conservation Easement by: (a) adding four parcels to the Protected Property, as further described

in Exhibit A and depicted on Exhibit C; and (b) allowing a septic leach field that was installed in 2015 and that prevents waste from entering Merrymeeting Bay to remain on the Protected Property, as further described in Paragraph 4.B.vii.

WHEREAS, Grantors and Holder agree that this Amended and Restated Conservation Easement does not result in private inurement or private benefit, and does not materially detract from the conservation values intended for protection under the Original Conservation Easement, and that no court approval is required under 33 M.R.S. 477-A(2)(B);

WHEREAS, Holder has determined that this Amended and Restated Conservation Easement is consistent with Holder's Amendment Policy;

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 USES AND MANAGEMENT.

The Protected Property may be used only for conservation, low-impact outdoor recreation, and forest and property management activities in accordance with this Conservation Easement and the Management Policy for Butler Head Revision B, dated August 26, 2010, subject to any amendments, as stated below.

No residential, commercial, industrial, quarrying or surface or subsurface mining activities are permitted on the Protected Property.

Without limiting or expanding the general and specific restrictions of this 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 may determine whether: (a) proposed uses or proposed uses not contemplated by or addressed in this Easement, or (b) alterations and existing uses or structures not addressed in this Easement, are consistent with the Conservation Purposes of this Easement.

The Grantor reserves the right and assumes the responsibility to manage the property in accordance with the Management Policy for Butler Head Revision B, dated August 26, 2010, as that Policy is currently constituted and as it may, from time to time, be amended with approval of the Grantor's legislative body to the extent that the Policy and any successor Policy is consistent with the purposes and terms of this Conservation Easement. Where inconsistencies exist, the purposes and terms of the Conservation Easement will supersede the Management Policy. Management activities, including but not limited to management and maintenance of the property, the forest and trails, will be performed by the Grantor, through its staff, through agents, employees

and contractors of the Grantor, and under the supervision of the Bath Community Forestry Committee.

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 the party proposing the activity and copies thereof shall be provided to the other party. Any such permits required by the Holder in the exercise of its rights, privileges and duties under this Easement shall be secured by the Holder prior to the commencement of the activity and copies of such permits shall be provided to the Grantor.

2. DIVISION.

The Protected Property shall remain under single ownership, and may not be divided, subdivided, partitioned, subjected to the Maine Time Share Act (33 MRS c. 10-A) or the Maine Condominium Act (33 MRS c. 31) or otherwise conveyed in separate ownership, except that with the Holder's prior written consent, the Grantor shall have the right to enter into boundary line agreements to resolve boundary discrepancies and the Protected Property may be conveyed to another governmental entity or a publicly supported land trust that is a Qualified Organization under Section 170(h) of the Code subject to the perpetual restrictions and requirements stated in this document. Under no circumstances may the Protected Property or any portion thereof be included as part of the gross tract area of other property not subject to this Conservation Easement for the purposes of increasing density of development thereon, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

3. STRUCTURES.

A. Definitions. For the purposes of this Conservation Easement, a "structure" shall be defined broadly as: any man made 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 three dimensional, such as a building which functions as an enclosure. Any setback from a water body stated herein shall be measured horizontally from the normal high-water mark of said water body or from the normal edge of any wetland, and any structure height shall be measured as the vertical distance from the mean grade level to the top surface of the roof or to the top of the structure or, in the Shoreland Zone, vertical distance from the mean original grade at the downhill side to the highest point of the structure, excluding appurtenances which have no floor area.

B. Existing Structures. At the time of this grant, the only structures on the Protected Property are boundary markers, old fences, stone walls, tubing and devices associated with the sugarbush operation, a bollard at the entrance to the sugarbush road, a kiosk, several freestanding signs, trail improvements (including water bars, steps, and foot bridges), utility poles within a power line right-of-way, . Grantor and Holder reserve the right to maintain and improve existing structures and replace these existing structures with substantially similar structures located in substantially the same locations.

C. Additional Structures. No additional structures, temporary or permanent, may be located on the Protected Property, except that Grantor and Holder both reserve the right to establish and maintain the following additional structures:

- i. any structures appurtenant to the exercise of the Lessee's rights under the Sugarbush Lease referenced above and any substantially similar future leases; and
- ii. minor structures for low-impact outdoor recreational purposes, including by way of illustration and not limitation, unlighted informational signs and kiosks; wildlife habitat structures such as observation blinds, study grids, and bird boxes; barriers, fences and rock walls designed to protect fragile areas, important natural resources, ongoing environmental or archeological research, and to block or discourage access by motorized vehicles; and trail improvements, such as benches, steps, hand rails, picnic tables (at locations approved by Holder) and water bars. All structures must be carefully located and limited in size and height to preserve the scenic character of the Protected Property. Substantial or high-impact outdoor recreational structures are prohibited on the Protected Property, including by way of illustration but not limitation, paved trails, stockade fencing, boardwalks other than bog bridging, docks, piers, floats, tent platforms, lean-tos, outhouses, portable toilets, gazebos, picnic facilities, golf courses, golf ranges, swimming pools, campgrounds, mud runs, tennis and other recreational courts, paintball and other adventure courses, stadiums, performance stages, ATV or race tracks or courses, towers, playgrounds, athletic courts, athletic fields, airstrips, and permanent aircraft pads.
- iii. a sap house to facilitate use of the Sugarbush activities, provided that such a structure is not to exceed twenty (20) feet in height nor a four hundred (400) square feet footprint, and is set back at least two hundred fifty (250) feet from the shore of Merrymeeting Bay and at least one hundred (100) feet from any other surface water bodies or wetlands, as delineated on Exhibit C and the location and design of said structure must be approved in advance in writing by Holder, such approval not to be unreasonably withheld.
- iv. a building to be used to enhance educational opportunities and conduct programs, provided that such a structure is not to exceed twenty (20) feet in height nor a six hundred (600) square feet footprint, set back at least two hundred fifty (250) feet from the shore of Merrymeeting Bay and at least one hundred (100) feet from any other surface water bodies or wetlands, as delineated on Exhibit C and the location and design of said structure must be approved in advance in writing by Holder, such approval not to be unreasonably withheld.

D. Utility Structures Within Existing Easements. The parties acknowledge the rights of third parties to construct, maintain, repair, and replace structures and appurtenances permitted under any utility and access easements that precede the effective date of this Conservation Easement.

4. SURFACE ALTERATIONS.

A. Existing Surface Alterations. As of the date of this Amended and Restated

Conservation Easement, there are no man-made alterations to the surface of the Protected Property except for surface alterations on the CMP power line, Butler Cove Road, other unpaved roads to private properties, parking areas, paved (reclaim) access road to the field area, the Sharrigan subsurface waste disposal leach field clearing (See Exhibit B, Item 5), any surface alterations associated with the Sugarbush Lease, and any other alterations as may be documented in the Baseline Documentation and Exhibit C. Grantor reserves the right to maintain, repair or improve the existing surface alterations in substantially the same locations, except to the extent that alternative locations and additional improvements are otherwise permitted hereinbelow in Section 4.B.

B. Additional Surface or Subsurface Alterations. There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other surface or subsurface materials, nor any building of roads or change in the topography of the land in any manner, except that Grantor and Holder reserve the following rights:

i. To excavate and/or fill to the extent necessary to exercise the reserved rights at Paragraph 3 and 5.

ii. To establish, repair, maintain and improve recreational trails of no greater than eight (8) feet in tread width and side clearance and to establish and maintain additional woods roads that are included in a Holder-approved Forest Management Plan, entitled *Forest Ecosystem Management Plan, Butler Head & Whiskeag Woods*, Dec. 2007 by Walter Armstrong and Robert Bryan.

iii. To alter the surface to conduct archaeological or environmental study in accordance with then current professional standards.

iv. To establish and maintain landing areas for non-motorized watercraft (provided that such landing areas shall not entail the use of any docks, piers, floats or other prohibited structures).

v. To till the soil in the existing field for agricultural purposes.

vi. To expand the Butler Head Road parking area by 100% but only with a design and plan with written approval by Holder, such approval not to be unreasonably withheld.

vii. To maintain a septic leach field within the "Septic Disposal Area," as depicted on Exhibit D. Said leach field's location on the Protected Property was established in 2015 but was discovered subsequently by Grantor and Holder.

All permitted surface alterations must be completed so that the disturbed surrounding area is restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement.

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. Holder hereby approves the conveyance of a

leach field easement from the Grantor to the abutting landowner in the location depicted as the "Septic Disposal Area" on Exhibit D.

5. VEGETATION MANAGEMENT.

As of the date of this grant, there are approximately 129 acres of forest land, 10 acres of wetlands, 2 acres of fields, and a power line right of way, located generally where depicted in Exhibit C.

A. Vegetation. No vegetation may be cut, disturbed, altered, or removed from the Protected Property, except that Grantor reserves the following rights, which shall not be construed as obligations:

i. to alter vegetation to the extent necessary to exercise the reserved rights in Paragraphs 3 and 4, subject to the general prohibitions of Paragraph 1, and provided that all such activities shall be conducted and completed in a manner to protect the conservation values of the Protected Property;

ii. to the minimum extent reasonably necessary to combat active fire and to reduce the threat of potential fire;

iii. to remove safety hazards for the uses permitted hereunder;

iv. to mark boundaries;

v. to remove invasive species;

vi. to protect, restore or support noninvasive species and improve wildlife habitat;

vii. to control or prevent the spread of disease or insects;

viii. to maintain (but not expand) the existing two-acre field, and access to the field from the Butler Head Road, as generally depicted on Exhibit C, or to convert said field to an orchard or agricultural use and shall be conducted in accordance with best management practices for soil and water conservation as established by the State of Maine.; and

ix. to conduct forest management activities in accordance with the following requirements:

All forest management activities shall be conducted in accordance with a forest management plan, prepared by a licensed professional forester, and said plan to be approved in advance of any implementation and in writing by Holder. Said plan shall have been prepared not more than ten years prior to the date harvesting is expected to commence and shall have been reviewed and updated as determined by said forester. 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 prior to implementation of forest management activities to be conducted under the plan. Plan shall be based on the Management Policy for Butler Head or its successor.

Holder hereby acknowledges and approves the existing Forest Management Plan, entitled *Forest Management Plan, Butler Head Preserve, City of Bath* March 7, 2019 by Barbara Brusila.

- xi. to conduct vegetative management activities under and along the power line easement.

B Invasives. Grantor is 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. WATER PROTECTION AND WASTE DISPOSAL.

A. There shall be no pollution, alteration, depletion, or extraction of surface water, natural water courses, ponds, marshes, subsurface water or any other water bodies, nor any activity conducted on the Protected Property that would be detrimental to water quality, or which could alter natural water level and/or flow in or over the Protected Property or cause erosion or siltation, except as occurs from Grantor's reserved rights and permitted activities.

B. There shall be no storage or dumping of ashes, trash, garbage, land fill, rubbish, debris, automobiles or equipment, parts thereof, or other unsightly, offensive, toxic or hazardous substances or material, dredge spoils, other waste, nor any placement of underground storage tanks in, on, or under the Protected Property; provided, however, that vegetative waste generated by permitted activities may be composted, used or otherwise left to remain on the Protected Property and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

C. The use of herbicides, insecticides, fungicides, chemical fertilizers or other chemical substances, as well as the use or disposal of agricultural products and by-products, must be limited so as not to have a demonstrable adverse effect on the waters of Merrymeeting Bay or Kennebec River or wildlife habitat associated with the Protected Property. Any such use must be approved in advance and in writing by Holder in accordance with Paragraph 9. All use shall be conducted by a licensed applicator and conducted under the guidelines as established by the Maine Pesticide Control Board, except with prior written consent of Holder. Any approval or consent is not to be unreasonably withheld.

7. PUBLIC ACCESS AND REGULATION.

A. Public Access. It is a purpose of this Easement, and the Grantor and Holder agree to allow, use of and access to the Protected Property over, across and through established trails, by the general public for low-impact, outdoor recreational uses, such as walking, jogging, cross-country skiing, bicycling, and snowshoeing. Any access across the Protected Property for snowmobile use will be permitted at the discretion of the Grantor, but only within the CMP powerline right-of-way or trails specifically designated for that purpose. It is the intent of the Grantor and Holder to prevent access by motorized vehicles across the trails and the Protected Property, with the exception of emergency vehicles, maintenance vehicles, and motorized wheelchairs and similar devices for the disabled.

B. Regulation. Grantor and Holder shall each, jointly and severally, have the right to establish and implement appropriate rules and regulations for the use by public of Trails on Protected Property and for such conservation use as may be permitted by the Holder. Grantor shall have the right to enact appropriate Ordinances to govern and restrict the use of the Protected Property by the general public to include, but not limited to, the right to prohibit night use, camping, loud noises, explosives, fires, and use of motor vehicles, measures to protect wildlife, and to confine public access to existing trails. Grantor and Holder shall make their best efforts to prevent motorized vehicle use on the Protected Property except as permitted by Grantor herein; notwithstanding their best efforts, each mutually releases the other from liability for enforcement thereof arising from motor vehicle use by third parties.

8. AFFIRMATIVE RIGHTS AND DUTIES.

A. Trail Administration/Access. The Grantor and Holder each recognize the presence of recreational trails on the protected property and the possibility of additional such trails. Grantor shall have the right to administer all aspects of the Trails across the Protected Property to include, but not limited to, its establishment, construction, maintenance, repair and replacement. Holder shall have the right to post the Protected Property trails against motor vehicle use and to establish barriers to prevent such use. In the exercise of this duty, the Holder shall have the right to enter upon and occupy the Protected Property at times of its own determination and convenience, for the purpose of carrying out any administrative duties regarding the trail or to administer, monitor, and enforce the Trails provisions of this Conservation Easement.

B. Enforcement. Grantor and Holder shall each 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, or the Grantor shall provide Holder, with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

Prior to the initiation of an enforcement action, except where emergency circumstances may require, the parties shall follow the provisions of Paragraph 11 herein relative to attempting to resolve a dispute over violation by Alternative Dispute Resolution ("ADR").

C. Boundaries. It shall be Grantor's obligation to keep the boundaries of the Protected Property 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.

D. Signs. Holder is hereby granted the right to install and maintain small unlighted signs in locations visible from public vantage points or boundaries of the Protected Property to inform the general public that the Protected Property is subject to this Conservation Easement and to identify the Holder.

E. Invasives. Holder is hereby granted the right to control or remove invasive species (as defined in Paragraph 5(B)) after sixty (60) days written notice to the Grantor unless the activity necessary to remove or control the invasive species involves a time frame longer than sixty (60) days and the Grantor has made a good faith effort to initiate those control or removal activities.

9. NOTICES AND REQUESTS FOR APPROVAL.

A. Notice and Approval Requirements. Grantor agrees to notify Holder in writing, and Holder agrees to notify Grantor in writing, prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the Purposes, as specifically required in this Conservation Easement, such notices shall be at least thirty (30) days prior to any activity or the exercise of any rights. Notices must include sufficient information to enable it to be determined whether plans are consistent with the terms of this Easement and Conservation Purposes. Written consent and approval shall not be given unless it is demonstrated that the proposed use or facilities are consistent with the terms, conditions, and Purposes and will not diminish or impair the conservation values/agricultural productivity or other natural resource values of the Protected Property. Written consent and approval from either party will be promptly given.

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/or Holder, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Grantor: 55 Front Street, Bath, ME 04530

To Holder: P. O. Box 1128, Bath, ME 04530

In the event that notice mailed to Holder by the Grantor at the last address on file is returned as undeliverable, the Grantor shall provide notice by regular mail to Holder or in the case of a corporate owner, to the registered office address on file with the Secretary of State, State of Maine. The mailing of such notice shall be deemed compliance with the notice provisions of this

Easement.

C. Time for Notice and Reply

i. Where it is required to provide notice 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, or where Holder is required to obtain Grantor'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. The recipient of the request shall acknowledge receipt of the same. Approval shall be granted, granted with conditions, or withheld. Failure to respond to a request within thirty (30) days shall be deemed an approval of such request. No proposed activity may proceed without the required written consent and approval as provided herein.

10. LIABILITY.

A. Holder shall indemnify, defend and hold Grantor harmless from and against any and all liabilities, costs, damages, or expenses of any kind including, without limitation, reasonable attorneys fees, that Grantor may suffer or incur as a result of or arising out of the activities of Holder in the exercise of its rights relative to the Protected Property, other than those caused by the negligent acts or acts of misconduct of Grantor. Grantors right to be defended, held harmless and indemnified by Holder shall extend without limitation to any action based upon the presence of toxic and/or hazardous substances upon or emanating from the Protected Property, but only to the extent that any such substance has been introduced to the Protected Property by the Holder.

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.

Notwithstanding any public use of the Protected Property and any insurance coverage therefore, Grantor and Holder reserve the rights and protections against liability for injury to any person to the fullest extent of the law under Title 14 M.R.S. §159-A, et seq. as amended and successor provisions thereof (The Maine Recreational Use Statute), pursuant to the Maine Tort Claims Act, and

pursuant to any other applicable provisions of State and federal law.

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.

11. DISPUTE RESOLUTION.

This Easement is in accordance with Maine's established public policy that encourages the use of alternative dispute resolution processes. When a dispute arises between the Grantor and the Holder concerning uses or activities on the Protected Property, which they cannot resolve by informal means, the following dispute resolution procedures shall be followed:

A. Alternative Dispute Resolution ("ADR"). Except as set forth in Paragraph 11.B, prior to bringing an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, the parties shall seek to resolve the dispute through mediation.

B. Right to Litigate. Notwithstanding the general requirement of mediation set forth in Paragraph 11.A., when, in the sole discretion of either party, the nature of the dispute between the parties has the potential to cause irreparable injury to the Protected Property or represents emergency circumstances, either party shall have the immediate right to bring an action at law or in equity in an appropriate forum in order to enforce the terms and conditions of this Conservation Easement.

C. ADR By Mutual Agreement of the Holder and Grantor. The parties by mutual agreement may, in addition to mediation, submit the dispute to other forms of ADR such as binding or non-binding arbitration. By mutual agreement, other conditions may be set under which the process of ADR would proceed. The violation of these additional conditions by one of the parties, would give the other party the right to immediately proceed with an action in law or equity.

D. Dispute Resolution. The procedure the parties shall use for mediation is as follows:

i. Either party may serve the other with a written request for mediation. A mediation session shall be scheduled no later than sixty (60) days after the date of the request.

ii. Mediation shall be conducted by a mediator mutually agreeable to Holder and Grantor.

iii. If the parties cannot agree on a mediator, they shall each pick a mediator, and those two mediators shall select a third mediator who alone shall actually conduct the mediation.

iv. The costs of mediation shall be shared equally by the parties unless otherwise agreed .

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. Reference is also made to 33 M.R.S. Section 1581 et. seq. regarding Trail Easements.

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.

C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies 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. This right to assign is subject to Grantor's prior written approval which approval will not be unreasonably withheld.

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"), updated in connection with this Amended and Restated Conservation Easement, 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 Amended and Restated Conservation Easement.

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. Value of Conservation Easement, Takings, Extinguishment, Proceeds

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

2. Taking.

(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 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, but shall include improvements made by or at the expense of Holder.

3. Extinguishment. Except for a Taking in accordance with Subparagraph 12.F.2 above, 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 Grantor and Holder agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, Grantor and Holder shall comply with 33 M.R.S. § 477-A(2)(B), as amended, or any successor provision, to the extent found applicable.

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 and the policy and purpose of the Maine Conservation Easement Act at Title 33, Maine Revised Statutes, 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 shall govern.

B. Grantor and Holder Definitions. The term "Grantor" as used in this easement shall include, unless the context clearly indicates otherwise, the 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 Grantor conveys any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. Grantor further agrees 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 Grantor 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.

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

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 Sagadahoc County Registry of Deeds. Nothing in this paragraph shall require the Grantor or the Holder to agree to any

amendment or to consult or negotiate regarding any amendment.

3. Further Limitations on Discretionary Approval and Amendments. Notwithstanding the foregoing, except as provided by Title 33 M.R.S.A. §§ 476 *et seq.*, Holder and Grantor have no right or power to approve any action or agree to any 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.A. §476 *et seq.*, successor provisions thereof.

G. Economic Hardship. In making this grant, Grantor has 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 Grantor 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 or Grantor, 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 supersedes 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 and Holder have each retained legal counsel to represent their interests 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.

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

IN WITNESS WHEREOF, the GRANTOR, CITY OF BATH, has caused this instrument to be signed and sealed in its corporate name by Peter Owen, its City Manager, hereunto duly authorized this — day of _____, 2020.

Signed, sealed and delivered
in the presence of:

CITY OF BATH

Peter Owen
its City Manager

STATE OF MAINE
COUNTY OF SAGadahoc, ss.

Personally appeared the above named Peter Owen, City Manager and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public
Print Name: _____

HOLDER ACCEPTANCE AND AGREEMENT

The above and foregoing Amended and Restated Conservation Easement was authorized to be accepted by the Kennebec Estuary Land Trust, and the said Holder does hereby accept the foregoing Amended and Restated Conservation Easement, and does hereby agree that such Amended and Restated Conservation Easement amends, restates, supersedes and replaces the Original Conservation Easement, by and through _____, its President, hereunto duly authorized, this day of _____, 2020.

Witness:

Kennebec Estuary Land Trust

By _____

Its President

STATE OF MAINE
County of Sagadahoc

Dated: _____, 2020

Personally appeared before me the above-named _____, President of the above-named Holder, Kennebec Estuary Land Trust, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of the Kennebec Estuary Land Trust.

Before me,

Notary Public/Attorney
My Commission Expires:

Type or print name of Notary

EXHIBIT A
Description of Land
On the Northwestern Side of Varney Mill Road
Bath, Maine

Six certain parcels of land, with the improvements thereon, located on the northwesterly side of Varney Mill Road in Bath, County of Sagadahoc, State of Maine, said parcels being depicted on a plan entitled, "Survey Plan for Kennebec Estuary Land Trust of land of City of Bath known as Butler Head", dated 2-26-2014, by Sitelines, recorded in the Registry of Deeds for said County at Plan Book 49, Pages 80, 81, and 82, and a plan entitled "Survey Plan for Kennebec Estuary Land Trust of land on Mallard Road, Butler Head, Bath, Maine," dated October 19, 2020, by Bruce W. Martinson of Sitelines, P.A., to be recorded in said Registry, and being more particularly described as follows:

PARCEL 1:

BEGINNING at a Smith survey pin found on the northwesterly right-of-way line of said Varney Mill Road, and at the most southerly corner of land now or formerly of George Sonia, Harold J. Sonia, Jr. and M. Helen Sonia as described in a deed recorded in said Registry in Book 1491, Page 213;

THENCE N 39 ° 02' 21" W along said Sonia land a distance of 221 .02 feet to a point on the southeasterly line of Central Maine Power Co. (CMP) as described in Book 251, Page 337;

THENCE S 45° 35' 07" W along said land of CMP a distance of 1047.78 feet to the northeasterly line of land now or formerly of Mary L. Wirta, et als (Wirta), as described in Book 2787, Page 125;

THENCE S 59° 39' 54" E along said land of Wirta, a distance of 250.81 feet to said northwesterly line of said Varney Mill Road;

THENCE northeasterly along said road line a distance of 1002 feet, more or less, (tie line N 44° 16' 41 " E for 961 .35 feet) to the survey pin at the POINT OF BEGINNING.

Containing 3.8 Ac.±

PARCEL 2:

BEGINNING at a Smith survey pin found at the intersection of said northeasterly line of said land of Wirta with the northwesterly line of said land of CMP, said point being located N 59° 39' 54" W at a distance of 155.47 feet from the end of the second call in the parcel described above;

THENCE N 59° 39' 54" W along said land of Wirta a distance of 1514.83 feet to an iron pin found in stone at or near the top of a steep bluff;

THENCE S 30° 25' 3 8" W in a straight line along said land of Wirta and near said top of bluff a distance of 213.26 feet to a Smith survey pin found, thence continuing S 30° 25' 38" W in a straight line along said land of Wirta and near said top of bluff a distance of 213.26 feet to a Smith survey pin found and land now or formerly of Stevenson and Bunn as described in Book 2425, Page 78;

THENCE S 28° 19' 52" W in a straight line along said land of Stevenson and Bunn and near said top of bluff a distance of 772.75 feet to a Smith survey pin found and land now or formerly of James and Susan Hummer as described in Book 2308, Page 120;

THENCE N 59° 26' 5 8" W along said land of Hummer a distance of 598.6 1 feet to the southeasterly corner of other land of the City of Bath;

THENCE N 34° 02' 1 5" E along said other land of the City of Bath a distance of 70.57 feet to a point;

THENCE N 06° 44' 03" W along said other land of the City of Bath a distance of 76.10 feet to a point;

THENCE N 63° 48' 46" W along said other land of the City of Bath a distance of 142.48 feet to the easterly line of land now or formerly of Lawrence P . Baima, Trustee, as described in Book 3330, Page 329;

THENCE N 12° 38' 59" E along said land of Baima a distance of 122.53 feet to the northeasterly corner thereof;

THENCE N 59° 29' 41" W along said land of Baima a distance of 165.00 feet to the high water line of Merrymeeting Bay;

THENCE northerly and northeasterly along said water line a distance of 1350 feet, more or less, to the most westerly corner of land now or formerly of Donna M. Pine and James L. Pine, Jr., as described in Book 2018R-04774 (a tie line from the last mentioned point on said land of Baima to this point running N 35° 58 ' 19" E for a distance of 1279.32 feet);

THENCE S 45° 54' 08" E along said land of Pine a distance of 100.00 feet to the most southerly corner thereof;

THENCE N 57° 32 ' 08" E along said land of Pine a distance of 85.93 feet to the a point, being the most westerly corner on the land to be conveyed from the City of Bath to Donna M. Pine and James L. Pine, by a separate deed dated even or near-even herewith this Amended and Restated Conservation Easement,

THENCE N 45° 54' 08" W along said land to be conveyed to the Pines on even or near-even date herewith, a distance of 50.29 feet to a survey pin set;

THENCE continuing N 51 ° 05 ' 52" E along said land of Pine a distance of 149.97 feet to an iron

pipe found at the most easterly corner of land to be conveyed to the Pines;

THENCE N 45° 54' 08" W along said land of Pine a distance of 140.65 feet to a survey pin set;

THENCE continuing N 45° 54' 08" W nine feet, more or less, to the said water line of Merrymeeting Bay;

THENCE northeasterly along said water line a distance of 160 feet, more or less, to the most westerly corner of land now or formerly of Ariane E. Salamy as described in Book 2462, Page 33 (a tie line from the northerly corner of said land of Pine to this point running N 35° 11' 22" E for a distance of 158.91 feet);

THENCE S 71° 16' 42" E along said land of Salamy a distance of 20 feet, more or less, to a survey pin found, thence continuing S 71° 16' 42" E along said land of Salamy a distance of 76.09 feet to an iron pipe found;

THENCE N 37° 16' 29" E along said land of Salamy a distance of 129.79 feet to an iron pipe found at the most easterly corner thereof and the southerly corner of land of said Salamy as Trustee of Cliff's Edge Trust as described in Book 2462, Page 28;

THENCE N 21° 16' 29" E along said Trust land a distance of 101.21 feet to a survey pin found at land now or formerly of Jane and Mark Colby as described in Book 2843, Page 130;

THENCE N 85° 58' 06" E along said land of Colby a distance of 571.95 feet to a 2" dia. iron pipe found, thence continuing N 85° 58' 06" E along said land of Colby a distance of 30 feet, more or less, to the southeasterly corner of said land and a point on the southwesterly edge of traveled way of a gravel road known as Butler Head Road;

THENCE northwesterly along the southwesterly edge of said road, and along said land of Colby, and lands now or formerly of Charles Baima (Book 590, Page 205), Daniel & Colleen McGuiggan (Book 2299, Page 218), and Frederick & Sandra Bartkus (Book 703, Page 8), a distance of 628 feet, more or less, to the northeasterly corner of said land of Bartkus (a tie line from the southeasterly corner of Colby to this point running N 31° 56' 46" W for a distance of 592.44 feet);

THENCE N 81° 07' 27" W along said land of Bartkus a distance of 13 feet, more or less, to an iron pipe found at the southeasterly corner of land conveyed by said City to Stinson in Book 3454, Page 303;

THENCE N 19° 39' 59" W along said land conveyed to Stinson a distance of 222.70 feet to a survey pin found;

THENCE N 22° 19' 30" E along said land a distance of 74.99 feet to a survey pin at land now or formerly of John & Mary Grill as described in Book 1172, Page 116;

THENCE S 68° 24' 34" E along said land of Grill a distance of 205.57 feet to the southeasterly

corner of said land, and to said edge of Butler Head Road;

THENCE northerly along said road and said land of Grill a distance of 200 feet, more or less, to the northeasterly corner of said land (a tie line from the southeasterly corner of said Grill land to this one running N 28° 37' 31" E for a distance of 187.43 feet);

THENCE N 48° 22' 44" W along said land of Grill a distance of 73.64 feet to the southerly corner of land now or formerly of Paul & Jane Cyr as described in Book 3404, Page 227;

THENCE N 41° 37' 16" E along said land of Cyr a distance of 200.00 feet to a 36" tall iron pipe found at the southerly corner of land now or formerly of Osvold as described in Book 1742, Page 107, thence continuing N 41° 37' 16" E along said land of Osvold a distance of 50.00 feet to a point;

THENCE N 72° 16' 22" E along said land of Osvold a distance of 230.00 feet to a point;

THENCE N 17° 43' 38" W along said land of Osvold a distance of 130.00 feet to said water line of Merrymeeting Bay and the northeasterly corner of said land;

THENCE easterly and southeasterly along said water line a distance of 1546 feet, more or less, to the northeasterly corner of land now or formerly of Edward C. Hunt as described in Book 1223, Page 122 (a tie line from the northeasterly corner of said land of Osvold to this corner running S 36° 00' 07" E for a distance of 1390.79 feet);

THENCE N 89° 01' 56" W along said land of Hunt a distance of 191.85 feet to the northwesterly corner thereof;

THENCE S 02° 41' 36" W along said land of Hunt a distance of 99.95 feet to an iron pipe found at the northwesterly corner of land now or formerly of Kristin S. Neuman as described in Book 955, Page 156, thence continuing S 02° 41' 36" W along said land of Neuman a distance of 66.79 feet to the northwesterly corner of land now or formerly of Jason Lee Knight as described in Book 805, Page 156, thence continuing S 02° 41' 36" W along said land of Knight a distance of 50.30 feet to an iron pipe found at the northwesterly corner of land now or formerly of Rhonda & John Richards as described in Book 1360, Page 135, thence continuing S 02° 41' 36" W along said land of Richards a distance of 48.76 feet to a point;

THENCE S 12° 41' 51" E along said land of Richards a distance of 229.29 feet to a point;

THENCE N 77° 18' 09" E along said land of Richards a distance of 106.45 feet to said water line of Merrymeeting Bay and the southeasterly corner of said land;

THENCE southeasterly, easterly, and northeasterly along said water line a distance of 1230 feet, more or less, to the southwesterly corner of land now or formerly of Harold J. Sonia, Jr. as described in Book 1491, Page 211;

THENCE S 40° 05' 28" E along said land of Sonia, Jr. a distance of 63 feet, more or less, to a

survey pin set (a tie line from the southeasterly corner of Richards to this pin running S 61° 04' 16" E for a distance of 964.44 feet), thence continuing S 40° 05' 28" E along said land of Sonia, Jr. a distance of 298.20 feet to a survey pin found on said northwesterly line of land of CMP;

THENCE S 24° 11' 47" W along said land of CMP a distance of 39.66 feet to a survey pin found at an angle point in said line;

THENCE S 45° 35' 07" W along said land of CMP a distance of 1455.21 feet to the POINT OF BEGINNING.

Containing 137.8 ac. ±

For source of title reference may be made to Deed of Dorothy Cummings to the City of Bath, dated May 24, 1967, and recorded in the Sagadahoc County Registry of Deeds in Book 354, Page 1092.

PARCEL THREE:

A certain parcel of land, with the improvements thereon, located northwesterly of Mallard Road on Butler Head in Bath, County of Sagadahoc, State of Maine, said parcel being depicted on a plan entitled, "Survey Plan for Kennebec Estuary Land Trust of land on Mallard Road, Butler Head, Bath, Maine", dated October 19, 2020, by Bruce W. Martinson of Sitelines, P.A., to be recorded in the Registry of Deeds for said County, said parcel being more particularly described as follows:

BEGINNING at the waters of Merrymeeting Bay at the most westerly corner of land conveyed by Quinn to Donna M. Pine and James L. Pine, Jr. by deed 2018R-04774 (the Grantors herein), which corner is also at land of the City of Bath (the Grantee herein) as described in a deed in Book 354, Page 1092;

THENCE S 45° 54' 08" E along said land of the City, a distance of 100.00 feet to the most southerly corner of said land of Pines;

THENCE N 57° 32' 08" E along said land of the City a distance of 85.93 feet to a point, being the most westerly corner on the land to be conveyed from the City of Bath to Donna M. Pine and James L. Pine, by a separate deed dated even or near-even herewith;

THENCE N 45° 54' 08" W along remaining land of Donna R. Pine and James L. Pine, Jr., as described in said deed 2018R-04774, a distance of 61.02 feet to a survey pin set, thence continuing N 45° 54' 08" W along said remaining land of Donna R. Pine and James L. Pine, Jr, a distance of 30 feet, more or less, to said waters of Merrymeeting Bay;

THENCE southwesterly along said waters a distance of 88 feet, more or less, to the POINT OF BEGINNING.

Containing 7,990 sq. ft. ±

Being a portion of the land described in said deed 2018R-04774.

All survey pins set are rebars with aluminum caps bearing the terms "Martinson" and "PLS 2137".

PARCEL FOUR (MAP 4, LOT 22):

A certain lot or parcel of land, together with any improvements thereon, situated on the west side of Butler's Cove, so-called, in Merrymeeting Bay in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron pipe marking the northwest corner of land described in the Warranty Deed of Kristin S. Gowen to Kennebec Estuary Land Trust dated October 10, 2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 7319, and also marking the southwest corner of the within-conveyed parcel;

THENCE S 89° 01' 56" E, along the northern boundary of land formerly of Kennebec Estuary Land Trust, to the high water mark of Merrymeeting Bay;

THENCE Northerly, along the high water mark of Merrymeeting Bay, a distance of 100 feet, more or less, to the land now of the City of Bath;

THENCE running back from Merrymeeting Bay N 89° 01' 56", a distance of 191.85 feet to a point marking the northwest corner of the within-conveyed parcel;

THENCE S 02° 41' 36" W, also along land now of the City of Bath, a distance of 99.95 feet to the iron pipe marking the point of beginning.

TOGETHER WITH another parcel of land or flats, so-called, extending from the above-described premises and maintaining the same width to the low water mark of Merrymeeting Bay.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L23" on the survey entitled "*Survey Plan for Kennebec Estuary Land Trust*" by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

For source of title, see deed from Kennebec Estuary Land Trust to the City of Bath, of even or near-even date herewith, to be recorded.

PARCEL FIVE (MAP 4, LOT 23):

A certain lot or parcel of land, together with the improvements thereon, situated on the west side of Butler's Cove, so-called, in Merrymeeting Bay in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron pipe marking the southwest corner of land described in the Quitclaim Release Deed of Edward C. Hunt to Joseph L. Fontaine and Michelle M. Cyr dated September 7,

2018 and recorded in the Sagadahoc County Registry of Deeds, Book 2018R, Page 6531 ,and also marking the northwest corner of the within-conveyed parcel;

THENCE S 89° 01' 56" E, along the southern boundary of land of Fontaine and Cyr, to the high water mark of Merrymeeting Bay;

THENCE Southerly, along the high water mark of Merrymeeting Bay, a distance of 68 feet, more or less, to a point lying S 89° 01' 56" E a distance of 50 feet, more or less, from a pin or pipe;

THENCE running back from Merrymeeting Bay N 89° 01' 56" W, through the above mentioned pin or pipe, a distance of 130 feet, more or less, to a point;

THENCE N 02° 41' 36" E, along land now of the City of Bath, a distance of 66.79 feet to the iron pipe marking the point of beginning.

TOGETHER WITH another parcel of land or flats, so-called, extending from the above-described premises and maintaining the same width to the low water mark of Merrymeeting Bay.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L23" on the survey entitled *"Survey Plan for Kennebec Estuary Land Trust"* by Sitelines, PA dated February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

For source of title, see deed from Kennebec Estuary Land Trust to the City of Bath, of even or near-even date herewith, to be recorded.

PARCEL SIX (MAP 4, LOT 24):

A certain lot or parcel of land, together with the improvements thereon, situated on the west side of Butler's Cove, so-called, in North Bath, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

BEGINNING AT an iron post on top of the river bank located at the Northeast corner of said lot;

THENCE West 100 feet to an iron post set in the ground;

THENCE South 50 feet to an iron post set in the ground;

THENCE East, parallel with the North line 100 feet to a post on top of the river bank;

THENCE North 50 feet to the first mentioned-bound.

TOGETHER WITH all shore privileges East of said above described lot of land to low water mark.

For a depiction of the above conveyed lot, reference may also be had to the lot designated "M4 - L24" on the survey entitled *"Survey Plan for Kennebec Estuary Land Trust"* by Sitelines, PA dated

February 27, 2014 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 49, Page 81.

For source of title, see deed from Kennebec Estuary Land Trust to the City of Bath, of even or near-even date herewith, to be recorded.

Excepting and reserving all conveyances by the City of Bath of any interest in the Butler Head property as more particularly described, but not limited to, the conveyances in Exhibit B.

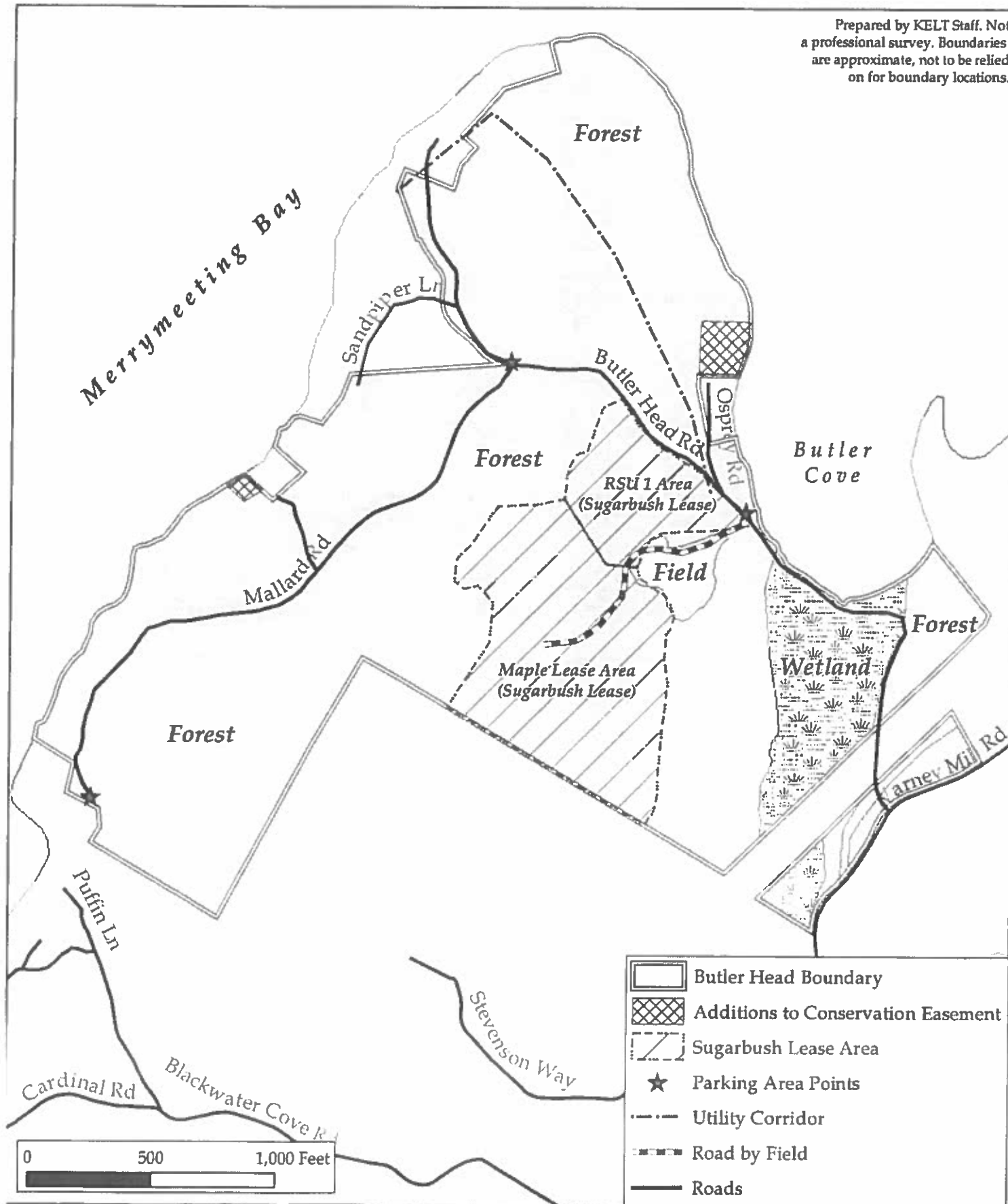
EXHIBIT B

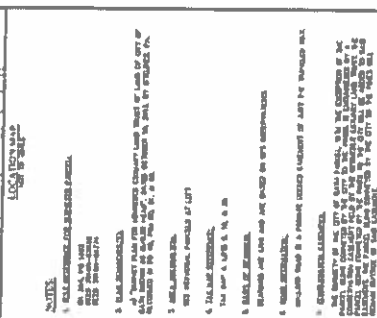
CONVEYANCES OF INTEREST BY THE CITY OF BATH FROM THE BUTLER HEAD PROPERTY

1. Sugarbush Lease approved by City Council January 5, 2011 to David Jewell and Willow Schwartz, for an initial term of ten (10) years through December 31, 2020, with a provision for additional five (5) year terms.
2. Deed from the City of Bath to Edward J. Cummings and Laraine F. Cummings, dated September 26, 1986, and recorded in the Sagadahoc County Registry of Deeds in Book 776, Page 306.
3. Deed from the City of Bath to Warren Higgins, dated September 3, 1971, and recorded in the Sagadahoc County Registry of Deeds in Book 378, Page 439.
4. Deed from the City of Bath to Lucy Stinson, dated December 11, 2012, and recorded in the Sagadahoc County Registry of Deeds in Book 3454, Page 303.
5. Easement from the City of Bath to Ester Sharrigan and Mardouni Sharrigan, dated November 20, 1989, and recorded in the Sagadahoc County Registry of Deeds in Book 985, Page 158, for the purpose of establishing, repairing and maintaining a subsurface waste disposal system.
6. Power line easement owned by Central Maine Power Company, as depicted on Exhibit C, as conveyed to Central Maine Power by Deed of Phillip L. and Hazel E. Tardiff, dated July 30, 1947, and recorded in the Sagadahoc County Registry of Deeds in Book 251, Page 337.
7. Quarry rights conveyed by Lucy C. Ward to Mabel E. Ward by instrument dated September 15, 1933, and recorded in the Sagadahoc County Registry of Deeds in Book 187, Page 61.

Exhibit C Sketch Plan Butler Head Conservation Easement

Prepared by KELT Staff. Not a professional survey. Boundaries are approximate, not to be relied on for boundary locations.





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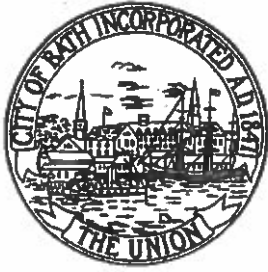
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**SURVEY PLAN FOR
KENNEDY ESTABLISHMENT**

RENTED ESTATE LAND TRUST	OF LAND ON WALLARD ROAD	BATH NAME
	RUTLER HEAD	

SITELINES, PA
EMPLOYERS • PLANNERS • SURVEYORS
LANSCAPE ARCHITECTURE
8 CLARKDALE STREET, ALBUQUERQUE, NM 84601
761 271-0200 www.sitelines.com

[illegible]



CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E.

55 Front Street

Bath, Maine 04530

Memorandum

To: Chair Eosco, Vice Chair Paulhus and Members of the City Council
CC: Peter Owen, City Manager
Date: October 2, 2020
From: Marc Meyers, Assistant City Manager
RE: Water Street property

The City Manager's Office has received an offer from Sagadahock Real Estate Association to purchase a portion of City property at 217 Water Street (map 27, lot 96). This parcel serves as a municipal parking lot off Water Street.

During Sagadahock Real Estate Association's survey work of its downtown holdings, it was determined that this City property has been informally used by SREA for several decades. The requested portion of the parcel includes the deck for Reny's Department Store, parking for Beale Street BBQ and additional parking for other buildings. There are 10 parking spaces in total.

The packet includes a survey that outlines the property SREA is looking to acquire in pink.

The City Council's agenda includes an order to approve the purchase and sale agreement and authorize the City Manager to execute said agreement and an Executive Session to discuss SREA's offer. The City Manager's Office recommends that the City Council review said offer in Executive Session in advance of a vote. The offer price has also been redacted from the City Council agenda packet made available to the public.

ORDER APPROVING SALE OF REAL ESTATE

WHEREAS, the City of Bath is the owner and operator of certain property on Water Street, known as the Water Street Parking Lot, the City having acquired the parking lot property by virtue of Deed from the Bath Parking District, dated August 3, 1967, and recorded in the Sagadahoc County Registry of Deeds in Book 356, Page 236; and

WHEREAS, a Sketch Plan of the location of the property to be sold is attached to this Order, shown in red at the southerly end of the parking lot; and

WHEREAS, the City property has been primarily used for the general parking of vehicles by the public; and

WHEREAS, the City of Bath has granted access Easements to various properties on Centre and Front Streets for access over portions of the parking lot to business owners along Centre and Front Streets by virtue of an Easement dated June 12, 2019, and recorded in the Sagadahoc County Registry of Deeds in Book 2019R, Page 03557; and

WHEREAS, a number of the parking spaces proposed for sale have been utilized by Sagadahock Real Estate Association for dedicated parking for their tenants, in accordance with a verbal agreement between Sagadahock Real Estate Association's Property Manager and the Bath City Manager; and

WHEREAS, the City has had the property appraised in accordance with the requirements for sale and disposal of City owned property; and

WHEREAS, this property is not tax acquired property; and

WHEREAS, the City, through its Council, retains authority to determine disposition of real estate as is deemed in the best interest of the City of Bath under Code Section 7.114(B); and

WHEREAS, the Sagadahock Real Estate Association has made an offer to purchase the property for the sum of \$XXX.XX.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the sale of the property to the Sagadahock Real Estate Association for the sum of \$XXX.XX, be and hereby is approved, subject to the granted Easements referenced above, and that the City Manager is authorized to execute the Deed of transfer, and such other documents as may be necessary, appropriate or convenient to the sale.



GRAPHIC SCALE

[See Figure 3]

0 yards - 200 ft.

SACRAMENTO COUNTY DEPARTMENT OF HEALTH
 REPORT _____
 AT _____ AM _____ DAY _____ 1968
 PLACE OF BIRTH _____ AGE _____
 ADDRESS _____ TELEPHONE _____



For information, address REQUESTS to: Mr. Gandy, U.S. GEO. INFORMATION & EDUCATION, 505 BULL. BLDG., OF THE U.S. GOVERNMENT PRINTING OFFICE, WASH. D.C. 20540. Send your REQUESTS to: Mr. Gandy, U.S. GEO. INFORMATION & EDUCATION, 505 BULL. BLDG., OF THE U.S. GOVERNMENT PRINTING OFFICE, WASH. D.C. 20540.

DRAFT

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