

**Carrabassett Valley Selectmen's Meeting**  
**4:30 p.m. Monday January 15<sup>th</sup>, 2020 at the Library Building**

**Agenda:**

Review and sign 2019/20 Payroll Warrants:

Review and sign 2019/20 Town Expenditure Warrants:

1. **MINUTES** from previous meeting (December 23rd, 2019) are attached.
2. **THE PURCHASE OF THE SO-CALLED "Ted Jones Lot" AND THE CONVEYANCE OF A CONSERVATION EASEMENT TO THE NON-PROFIT LONGFELLOW MOUNTAIN HERITAGE TRAILS:** The Town will be purchasing this lot on January 15<sup>th</sup> (as the promissory note from the Jordan's to Moody is due on January 15<sup>th</sup> which is why we need to close on the property on January 15<sup>th</sup>). Please find attached a copy of the Closing Statement. We will write a check for \$180,080 for this purchase (Attorney Don Fowler is representing the Town at the closing). We have also attached the latest version of the proposed Conservation Easement that the Town is conveying to non-profit Longfellow Mountains Heritage Trails. We have worked with two of the Selectmen, Larry Warren and Town Attorney Don Fowler in revising and completing this Conservation Easement. Upon conveyance of this easement the Town will receive a \$30,000 Grant from the Maine Community Foundation. If agreed, the Board needs to approve this Conservation Easement.
3. **RECOMMENDATION FROM THE PLANNING BOARD TO MOVE AHEAD WITH THE PROCESS OF ASKING THE TOWN VOTERS TO APPROVE A CHANGE IN THE TOWN'S ZONING ORDINANCE TO CHANGE THE SUGARLOAF VILLAGE 1 AREA ZONING DESIGNATION FROM PLANNED UNIT DEVELOPMENT ZONE TO RESIDENTIAL TWO (R-2) ZONE:** Code Enforcement Officer, Chris Parks, will be present to explain the Planning Board's recommendation. If this process moves forward, a public hearing will need to be scheduled in the very near future.
4. **FIRE DEPARTMENT VEHICLE REPLACEMENT SCHEDULE AND RESERVE:** We were asked to update this estimated schedule and we have met with the Fire Chief to help update this schedule. This schedule does not commit the Town to anything but is a financial guide to consider in terms of purchasing and financing new equipment. In the past, the concept has been to make sufficient annual appropriations to this Fire Department Equipment Reserve Account to fund the purchase of three of the four large fire department apparatus, the exception being the Ladder Truck which we borrow/bond for when a new Ladder Truck is needed. We will review this schedule with the Board.

5. **APPOINTMENT OF NEW BUDGET COMMITTEE MEMBERS:** We advertised for two addition committee members. We received interest from resident Audrey Parks.
6. **MEETING WITH ATTORNEY AMANDA MEADER REGARDING THE TWO PROPOSED MARIJUANA BUSINESSES ORDINANCES:** Amanda will also be present at the 6:00 p.m. Public Hearing concerning these ordinances. We will provide copies of these ordinances (no changes since we last presented these) at the meeting. Copies can also be viewed on the Town's website.

7. **INFORMATIONAL:**

- Budget Committee Meeting: 5:30 p.m. Monday January 27<sup>th</sup> at the Town Office.

**6:00 P.M. REQUIRED PUBLIC HEARING TO HEAR PUBLIC COMMENTS CONCERNING TWO PROPOSED MARIJUANA BUSINESSES ORDINANCES ENTITLED:** 'Carrabassett Valley Zoning Ordinance Amendments to allow for Marijuana Businesses' and 'An Ordinance to Outline the Requirements, Regulation, and Standards for all Marijuana Uses Within the Town of Carrabassett Valley". A copy of the Public Hearing Notice is attached.

**TOWN OF CARRABASSETT VALLEY  
MINUTES OF SELECTMEN'S MEETING  
December 23, 2019**

**Board Members Present:**    **Bob Luce**                      **John Beaupre**  
   **Karen Campbell**              **Jay Reynolds**

**Others Present:**              **Dave Cota**                      **Neal Trask**  
   **Annie Twitchell**

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Bob Luce opened the meeting at 4:35 and welcomed those in attendance.

Expense warrant #54 in the amount of \$83,251.77 was reviewed and signed by Selectmen.

Payroll warrants #52 and #53 in the amounts of \$20,889.43 and \$2,877.52, respectively, were reviewed and signed by Selectmen.

The minutes from the December 9, 2019 meeting were reviewed. Jay Reynolds made a motion to approve the minutes as written. John Beaupre seconded the motion. Motion approved.

Dave Cota reported that the closing is scheduled for the Jones Lot for January 15<sup>th</sup>. Dave met with Town Attorney Don Fowler with regard to making changes to the proposed conservation easement for this 250-acre lot, which would be held by Longfellow Mountains Heritage Trails (LMHT). The easement seemed somewhat over-handed, and Dave is working with two of the Selectmen toward a more acceptable arrangement. They are in agreement in principle, which calls for non-motorized trail use and primitive camping, as well as forest management activities. As part of the conservation easement, LMHT will receive a permanent easement for their proposed trail that will go through the property. The goal is to have the conservation easement held jointly between Carrabassett Valley and LMHT if possible. Dave expects to have a draft of this for the next Selectmen's meeting for the Board to review. John Beaupre said that the snowmobilers from the Ira Mountain area are not pleased with the arrangement. Dave Cota said there is potential for a connecting trail that goes out toward Lexington, though it is a steep area. Ted Jones only allowed a few people to use the land for snowmobiling, and it was clear that he would not be willing to sell the lot if it was going to be opened up for snowmobiling with the trail directly behind his house.

Dave Cota provided the Selectmen with a draft Purchase and Sale Agreement for the land for the new proposed Mountain Fire Station provided by Boyne/Sugarloaf Attorney Foster Stewart. Additionally, Dave provided some answers to questions he had from Attorney Foster Stewart. Boyne will extend a license agreement for the use of the bays at the Maintenance Garage until such time the new Fire Station is complete. Once the Town approves the fire station project at the March Town meeting, Dave anticipates the project will be ready to start. He is waiting for a not to exceed price for the project from the construction manager, but they are having trouble getting sub-contractor pricing due to contractors being still too busy finishing up this year's work to even quote the work on the project. Dave believes we will have a firm number soon. John Beaupre made a motion to accept the Purchase & Sale Agreement. Jay Reynolds seconded the motion. Motion approved.

The Planning Board has requested that the Selectmen form a Committee for the purpose of updating the Comprehensive Plan. This is expected to be a two-year project, and it will line up well with the Town's 50<sup>th</sup> anniversary in 2022. The cost is \$25,000 to 30,000 to hire a consultant that will work with this Committee. The Town will do an RFP for a consultant, and Dave would recommend budgeting this over two years. John Beaupre said that he found the group meeting with the Planning Board to be very beneficial, and perhaps it's time to look at doing it again, possibly closer to spring. The Board agreed to include this request in the draft 2020 Town budget for consideration by the Budget Committee and Town.

Over the next couple of years, the Town Line Road is going to be moved, because it's currently on Hugs' property. The Board has received a request from a representative of Sugarloaf Village One requesting that a street light be installed across the street at the intersection of the Campbell Field Road and Rt. 27 which across the street from where Hug's restaurant is located. Dave Cota indicated that he's not certain that the light, however, would accomplish what they hope as it is some distance away from where the new Town Line Road intersection will be located. No one from Campbell Field has requested a street light. Following discussion, the Selectmen decided to wait to see how things look after the road is moved. Bob Luce suggested that the Association put a street light on their land, if that's what they would like to do.

Dave Cota reviewed some budget considerations, based on pricing he currently has. These items will be available for review for the Budget Committee.

The Greater Franklin Development Council has requested financial assistance in the amount of \$8,600, for 2020 since the Franklin County Commissioners voted to no longer fund this and all other organizations. Dave reported that they've also refused to pay for Western Maine Transportation and Western Maine Community Action. Bob Luce said there's legislation to change the number of commissioners from three to five. The Board agreed to have Dave Cota put this request before the Budget Committee for consideration.

Dave Coat reviewed the proposed 2020 Work Plan, which outlines anticipated projects and objectives for the coming year.

In accordance with M.R.S.A Title 1, Section 405 (6A), the Selectmen voted to go into Executive Session at 5:58 p.m. to discuss personnel issues related to merit pay increases for 2020.

At 6:30 p.m. the Selectmen voted to come out of Executive Sessions. Dave Cota discussed possible merit pay and inflationary increases for Town employees for 2020. The Board voted to give each full-time employees a pay raise of \$1,704 for the 2020 budget year. This represents what a 2% pay raise is to the Town Manager and the Board felt it was warranted for all of the full-time employees. The Board voted to give the Code Enforcement Office a Step Increase of \$1,000 for 2020 and the Board voted to give the Fire Chief a \$2,000 Merit increase in addition to an inflationary increase based on all of his recent work, new responsibilities and accomplishments. All of these increases recommended by the Selectmen will be presented to the Budget Committee.

#### Informational:

The Planning board met with representatives of Sugarloaf Village 1 and 2 recently regarding a proposed zone change for those subdivisions from the Planned Development to Medium Density Residential (R-2) zoning districts. The Selectmen may need to hold a public hearing on this topic, and this may go to Town Meeting for vote. This movement was initially undertaken as a

result of the proposed Marijuana business ordinances, though the Town votes to approve these businesses, as the ordinances now stand, they would not be allowed in either of these two zoning districts. The Selectmen feel this should be looked at when the Comprehensive Plan is updated.

A public hearing will be held on January 15 at 6 p m regarding the in the new Marijuana Ordinances. The Selectmen will meet at 4:30 or 5p m on this day at the Library.

Meeting adjourned.

Respectfully submitted,  
Lynn Schnorr

## **CLOSING STATEMENT**

**EAST SIDE OF CARRABASSETT RIVER, CARRABASSETT VALLEY, MAINE**

**JORDAN LUMBER COMPANY PARTNERS, LLC**

**TO**

**TOWN OF CARRABASSETT VALLEY**

**JANUARY 15, 2020**

### **SELLER'S CLOSING COSTS**

Purchase Price	\$180,000.00
Mortgage to Karen-Lee Moody	- 180,432.48
Reimbursement, Longfellow Mountains Heritage Trails, Inc.	- 10,000.00
Real Estate Transfer Tax	- 396.00
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Total Due From Seller	\$ 10,828.48

### **BUYER'S CLOSING COSTS**

Purchase Price	\$180,000.00
Real Estate Transfer Tax (Exempt)	
Registry of Deeds - Deed Recording Fee	+ 34.00
Registry of Deeds - Conservation Easement Recording Fee	+ 46.00
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Amount Due at Closing from Buyer	\$180,080.00

### **DISBURSEMENTS**

Karen-Lee Moody	\$180,432.48
Longfellow Mountains Heritage Trails, Inc.	10,000.00
Registry of Deeds	476.00
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	\$190,908.48

Due at Closing from Seller	\$ 10,828.48
Due at Closing from Buyer	180,080.00
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Total	\$190,908.48

Jordan Lumber Company Partners, LLC - Seller

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Member

\_\_\_\_\_  
Date

Town of Carrabassett Valley - Buyer

By: \_\_\_\_\_  
David E. Cota, its Town Manager

\_\_\_\_\_  
Date

# Fire Department Vehicle Reserve Update

## January 2020

Year:	Starting Reserve Amount	Investment Earnings (2%)	Reserve Contribution 5% Inc. per yr.	Estimated Accumulated Reserve Amount	Actual Accumulated Reserve Amount	Expenditure	Equipment Purchase
2019							
2020	\$345,825	\$6,916	\$36,745	\$391,323	\$345,825		
2021	\$391,323	\$7,826	\$40,511	\$439,660		\$205,000	Net Cost for "mini pumper" after selling One Ton Truck for approx. \$20,000 (2013 Truck)
2022	\$234,660	\$4,693	\$42,537	\$281,890			
2023	\$281,890	\$5,630	\$44,664	\$332,184			
2024	\$332,184	\$6,644	\$46,897	\$379,745			
2025	\$379,745	\$7,595	\$49,242	\$436,582			
2026	\$436,582	\$8,732	\$51,704	\$497,018			
2027	\$497,018	\$9,941	\$54,289	\$561,248			
2028	\$64,476	\$1,290	\$57,003	\$122,769		\$565,000	Replace Multi-One Truck (1998 truck)
2029	\$122,769	\$2,455	\$59,853	\$185,077			
2030	\$185,077	\$3,702	\$62,846	\$251,625			
2031	\$251,625	\$5,032	\$65,988	\$322,645			
2032	\$322,645	\$6,453	\$69,287	\$398,385			
2033	\$398,385	\$7,968	\$72,751	\$479,104		\$848,000	Replace Pumper Truck (2008 truck)



## CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Town of Carrabassett Valley Maine** having a mailing address of 1001 Carriage Road, Carrabassett Valley, ME 04947, (hereinafter referred to as the "Grantor," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns and any future owners or successors-in-interest to the Protected Property (defined below), and their agents, executors, administrators, and legal representatives) GRANTS to **Longfellow Mountains Heritage Trails ("LMHT")** whose mailing address is P.O. Box 92, Kingfield, Maine 04947 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include Holder's successors and/or assigns), with QUITCLAIM COVENANT, in perpetuity, the following described Easement on and across certain areas of Grantor's land located in Carrabassett Valley, Maine, which lands are hereinafter collectively referred to as the "Protected Property", and are described on **Exhibit A**, attached hereto, and depicted on the plans attached hereto as **Exhibit B**, both made a part hereof by reference.

### PURPOSE

The purpose of this Easement is to establish a conservation easement on Grantor's land described above and to allow the Holder to construct, maintain, repair and utilize land on the Protected Property for a pedestrian recreational trail as part of the Longfellow Mountains Trails Project ("LMHT Trail"), while also allowing the continued use of the Protected Property of the Grantor as a recreational area and working forest. Allowed uses shall include, cross-country skiing, snow shoeing, mountain biking (including electric assist mountain bikes), primitive camping and uses which do not result in an environmental impact exceeding that of the above uses, and other activities related to primitive recreational pursuits such as photography, fly-fishing, environmental studies, experiential education programs and nature based tourism programs. In connection therewith, this Easement is not intended to limit the rights of Grantor to conduct Forest Management Activities (as hereinafter defined) on the Protected Property, or to otherwise exercise its reserved rights hereunder. It is the intent of this Easement that the location of the trail will remain essentially fixed as set forth herein, and Grantor does not intend to relocate, or require relocation, of the trail and/or the Easement except in those cases set forth below. This Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property.

WHEREAS, it is a significant public benefit that a trail system be established in Carrabassett Valley, an area of unique public interest; and

WHEREAS, this Easement makes the Protected Property available for the establishment of the LMHT Trail that will provide long-term recreational and economic benefits to the surrounding area, the Greater Carrabassett Valley Region, and the State of Maine; and

WHEREAS, continued Forest Management Activities on and near the Protected Property is not inconsistent or incompatible with the establishment of a trail system;

NOW THEREFORE Grantor and Holder have established this Easement affecting the Protected Property consisting of the following terms, covenants, restrictions, and affirmative rights, which shall run with and bind the Protected Property in perpetuity:

**1. Public Easement.**

**A. Use.** The public, subject to the rights and obligations of the parties herein, shall have the perpetual right to enter upon and make use of the Protected Property for uses described above and such other uses consistent with the uses set forth from time to time permitted by the Rules and Regulations adopted by Grantor pursuant to **Section 1.C.** below.

**B. Trail Location, Cutting and Maintenance.** The location of the trail on the Protected Property is depicted on Exhibit B, hereinafter referred to as the "Trail" (subject to the relocation rights of Grantor set forth below), and Grantor may establish additional trails anywhere within the Protected Property. The rights granted to Holder by this Easement shall include those rights reasonably necessary for or incident to the construction, maintenance, relocation, and/or repair of the Trail on the Protected Property, including the right to erect directional and/or informational signs, and to blaze trees or otherwise mark the Trail. Holder or its designated agents operating under its direction and control shall be responsible for all aspects of Trail design, layout, cutting, grading, drainage, and all related maintenance; provided that the locations of the Trail (either as initially constructed or as may be relocated from time to time), must be approved in advance by Grantor. Construction of the Trail shall be subject to reasonable rules and regulations from time to time adopted by Grantor pursuant to **Section 1.C** below. The Trail constructed under this Easement shall be generally left in a primitive state, and in no event shall the Trail be paved with any asphalt, concrete or other impervious surface, without the specific approval of the Grantor. All such construction, reconstruction, maintenance and repair work shall be undertaken at Holder's sole cost and expense. Holder shall be responsible for obtaining all permits for such construction activities and permitted uses of the Trail from all Federal, state or local authorities with jurisdiction over the Trail or the Protected Property. Holder agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Holder must conform with applicable rules, laws and regulations, the then-existing Forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other standards as Grantor may from time to time implement on or apply to the Protected Property; and must be approved in advance by Grantor.

**C. Rules and Regulations Concerning Public Use, Construction and Maintenance.** The right of the public to use the Trail and the duties of Holder as to trail oversight, construction, reconstruction, maintenance and repair are subject to the reserved right of Grantor (upon reasonable opportunity to comment by Holder, except in the case of an emergency) to establish, and modify from time to time, reasonable rules and regulations (the "Rules and Regulations") for the conservation of the Protected Property, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Forest Management Activities and other reserved uses hereunder. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Protected Property, loud activities,

domesticated animals, pets, and/or posting signs or cutting trees or other vegetation outside the Trail. The following uses are strictly prohibited within the Protected Property: snowmobiles, all-terrain vehicles, any other motorized vehicles, (motorized activities are permitted for construction and maintenance of the trails and specifically for snow grooming cross-country skiing, trail construction and search and rescue and fire protection activities and electric assist mountain bikes).

**D. Publications.** Grantor shall be provided at least thirty (30) days advance opportunity to review for accuracy and content any maps, pamphlets or brochures printed and distributed by Holder or its agents in regard to public use of the Trail.

## **2. Reservation of Uses, Forest Management Activities.**

**A. Reservation of all Uses.** Grantor reserves all the rights, uses, title, and interest in and to the Protected Property other than those specific grants and covenants made to Holder in this Easement. Grantor specifically reserves, without limitation, the perpetual right on the Protected Property to engage in Forest Management Activities. Holder recognizes the interest and intent of the Grantor to engage in Forest Management Activities on its property and accordingly has recommended the location of the Trail as set forth in Exhibit B. In the event that any future statute, regulation, or rule has the effect of expanding or enhancing the public use of the Trail, contrary to or inconsistent with the terms and provisions of this Easement, the enactment of such law, regulation, or rule shall be deemed a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 7** below.

**B. Right to Close and Relocate Portions of Protected Property.** Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close portions of the Trail on the Protected Property and/or to require relocation of the Trail, or portions thereof, on either a temporary or permanent basis, as Grantor may determine in its sole judgment as necessary or appropriate for the conservation and protection of the Protected Property, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate Forest Management Activities and other reserved uses of Grantor; provided that Grantor designates an alternate route so that the connectivity of the Trail located within the Protected Property is not interrupted. In such event, Grantor shall be solely responsible for the costs and expense of such relocation, but shall not be responsible for the physical relocation of the trails. In the event of a temporary relocation, Grantor shall execute and deliver to Holder a temporary easement, on identical terms and conditions to this Easement, for the areas to which the Trail has been relocated. In the event of a permanent relocation, Grantor and Holder shall execute an amendment to this Easement revising the description and depiction of the Protected Property set forth in Exhibits A and B to reflect the relocated areas. Such right to close or relocate trails shall not be construed to limit Grantor's rights otherwise to engage in any uses of the Protected Property permitted hereunder, including without limitation Forest Management Activities on, over, across, near, or in the vicinity of the Trail permitted in **Section 2.A** above.

**C. Nonexclusivity.** Nothing contained in this Easement shall be construed as imposing an obligation upon Grantor to restrict any other license or permission granted by Grantor on the Protected Property to Holder, the public, or any other party, nor shall anything contained in this Easement be construed as granting an exclusive right to carry on any activity on the Protected Property. Other than as set forth in this Easement, no permanent expressed or implied right of access to, or use of, lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, notwithstanding anything to the contrary in this Easement, Grantor may, in its sole discretion, grant permanent or temporary easement rights across the Protected Property to third parties for ingress, egress and utilities for all lawful purposes. New roads, utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time, and easements, rights of way, or other interests may be granted to others in connection therewith, such consent not to be unreasonably denied, provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Carrabassett Valley Planning Board, and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Protected Property shall be located in a manner to minimize their impact on the intended use of the Protected Property as set forth herein. Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Protected Property, including the right to engage in or permit others to engage in, all uses of the Protected Property that are not expressly prohibited or restricted by this Easement and that are consistent with the Purposes hereof.

### **3. Immunities.**

Grantor and Holder claim all of the rights and immunities against liability to the fullest extent of the law under the Maine Recreational Use Statute (14 M.R.S.A. § 159-A, et seq. as amended from time to time) and the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq. as amended from time to time) and under any other applicable provision of law providing immunity from liability to landowners who allow public recreational uses of their lands.

### **4. Additional Provisions Regarding Trail Use.**

Without limitation to Grantor's rights to impose Rules and Regulations limiting the use of the Trail, the following special provisions shall at all times apply to the Trail:

**A. Trail Usage.** Holder expressly agrees to adequately police the Trail located on the Protected Property, to provide proper supervision of use of the Trail by the public, and to adequately maintain and repair the Trail located on the Protected Property. Holder shall keep the Trail clear of debris and litter and shall take all reasonable steps to ensure that the exercise of the rights granted by this Easement is done in a manner consistent with the provisions of this Easement and all Rules and Regulations from time to time adopted by Grantor.

**B. Unauthorized Use of Protected Property of Grantor.** Holder agrees to use all reasonably available means to discourage unauthorized public travel on the Protected Property and to advise the public of any relocation of the Trail pursuant to **Section 2.B.**, above.

**C. Fees.** Holder agrees that it shall not charge a user fee or similar specific assessment for the use of the Trail without the prior consent in writing of Grantor, which consent may not be unreasonably withheld.

## **5. Indemnification.**

Holder shall indemnify, save, and hold Grantor harmless from and against any and all loss, damage, expense (including attorneys' fees), responsibility, liability for injury or death of persons, and/or loss, damage to, or destruction of property belonging to Grantor or others, or for claims therefor, whether or not Grantor has suffered actual loss, damage, environmental contamination, or expense ("Loss"), where such Loss has resulted from, pertains to, or has arisen out of the exercise, by Holder, the public or any third parties, of the rights granted by this Easement. Holder's indemnity obligation shall include, without limitation, any negligent acts, omissions to act, or willful misconduct, whether active or passive, on the part of Holder, its agents or the public and shall extend to claims asserted after termination of this Easement to the extent that the Loss occurred during the term of this Easement. Holder's indemnity obligations shall extend to the joint or concurrent negligence of Holder and Grantor but shall not extend to Losses caused by Grantor's sole negligence or willful misconduct.

## **6. Insurance.**

6.1 Holder covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this easement for the mutual benefit of Grantor and Holder, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Easement or any part or parts whereof, in an amount mutually agreed upon by the Grantor and the Holder, which amount will in no event be less than a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property with no more than Five Thousand Dollars (\$5,000.00) deductible.

6.2 All insurance required under this Section shall name the Grantor as an additional insured and shall be issued by companies rated B+13 by the latest Best's rating guide. Holder shall promptly provide Grantor with a Certificate of Insurance stating that no material change or cancellation of the insurance coverage can be effective unless and until thirty (30) days prior written notice has been given to Grantor. Should any policy be canceled during the term of this Easement and Holder fails to immediately procure equivalent insurance, Grantor shall have the right, at its option but without any duty to do so, to: (i) deemed such cancellation a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in Section 7 below.; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Holder shall repay to Grantor any such premiums and/or fees paid by Grantor together with interest from the time of payment until repaid by Holder. Said premiums and/or fees shall be repaid to Grantor on demand and, without limiting Grantor's remedies, Holder's failure to repay the same shall constitute default under this Easement Agreement.

6.3 Nothing contained in this Section shall diminish Holder's obligations as provided elsewhere herein.

## **7. Default, Remedies.**

In the event of Holder's material uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained for a period of thirty (30) days after written notice from Grantor, then Grantor may, at its option, commence an action in a court of competent jurisdiction to enforce the terms as set forth herein, or prohibit use by posting or other means of those portions of the Protected Property which are the subject to the breach until cured to Grantor's satisfaction. Additionally, Grantor may recover its costs, including reasonable attorney's fees, and damages incurred as a result of the breach. If the breach by Holder is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if Holder commences to cure the breach within said thirty days, gives written assurances of its intent to complete the cure within a reasonable time under the circumstances and diligently completes the cure as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Easement by Holder of any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements.

## **8. Non-Assignability/Transfer of Protected Property.**

Holder shall not assign or transfer this Easement or any of the rights associated herewith unless it shall have first obtained the written consent of Grantor, which shall not be unreasonably withheld. This Easement shall be binding upon and enforceable by and against Grantor and any future owners or successors in interest of the Protected Property, such that multiple Grantors may own portions of the Protected Property, each of whom shall be entitled to enforce and be bound by this Easement.

## **9. Right of Mortgagor.**

9.1 Holder shall have the right, at any time, and from time to time, during the term of this Easement to mortgage the rights, privileges and obligation of this Easement, in whole or in part, to any entity or third party, with Grantor's consent, such consent not to be unreasonably withheld. The following provisions shall be effective at any time that Grantor has received notice that Holder has mortgaged its interests under this Easement.

9.2 Grantor agrees to accept performance by Mortgagee of all cures, conditions and covenants as though performed by Holder, and agrees to permit Mortgagee access to the Property to take all such actions as may be necessary or useful to perform any condition or covenants of the Easement or to cure any default of Holder.

9.3 Upon Mortgagee's assumption of the Easement obligations by foreclosure of the Holders interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Easement shall continue in full force and effect to the extent it is then in effect. Mortgagee or any other purchaser at a foreclosure sale of the mortgage shall assume all obligation of Holder and succeed to all the rights of Holder.

9.4 If Mortgagee commences enforcement of the Mortgage, then upon Mortgagee's assumption of the Easement, Mortgagee shall cure all prior defaults of Holder under the Easement that are reasonably capable of being cured by Mortgagee and assume all obligations of Holder, and Grantor shall treat Mortgagee as the Holder under the Easement. If Mortgagee cures all defaults by Holder, or if Mortgagee commences enforcement under its mortgage, and thereafter Holder cures such defaults and Mortgagee then terminates its enforcement remedies, then the Easement shall remain in full force and effect between Grantor and Holder, provided all defaults are cured within the time periods permitted herein.

9.5 No modification of the Easement shall be effective without Mortgagee's prior written consent. No notice of default by Grantor shall be effective unless a copy thereof is delivered concurrently to Mortgagee. Any notice required to be given to Mortgagee pursuant to this Section shall be delivered to the address set forth in Section 12 (or at such other address as may be designated in writing by Holder or Mortgagee from time to time) in accordance with the notice requirements set forth in this Easement.

#### **10. Amendments.**

Grantor and Holder have the right to amend this Easement to the extent that changes are not inconsistent with the purpose of this grant, by written and recorded agreement of Grantor and Holder.

#### **11. Force Majeure:**

Upon giving notice to the other party, a party affected by an event of Force Majeure as defined in **Section 12** below shall be released without any liability on its part from the performance of its obligations under this Easement, but only to the extent and only for the period that its performance of such obligations is prevented or materially hindered by the event of Force Majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

#### **12. Definitions.**

As used in this Easement the terms listed below shall have the meanings ascribed to them:

"Force Majeure" means any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents, in whole or in material part, the performance by one of the parties of its obligations hereunder, such as act of God, fire, flood, windstorm, blight, ice storm, snow, government regulation, order, legislation or taking, war or related actions, civil insurrection, terrorism, riot, sabotage, strike or other labor disturbance, epidemic, and similar events.

"Forest Management Activities" means all forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

## **12. Notices.**

Notices to any party must be in writing and will be sufficient if served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed as follows:

To Grantor

Town of Carrabassett Valley  
1001 Carriage Road  
Carrabassett Valley, ME 04947

To Holder:

Executive Director  
Longfellow Mountains Heritage Trails  
PO Box 92  
Kingfield, ME 04947

or to such other authorized person as any party may from time to time designate by written notice to the others.

## **13. General Provisions.**

**A. General.** The section headings herein are for reference and convenience only and shall not be considered in the interpretation hereof. If any term or provision of this Easement is determined to be invalid, unenforceable, or against public policy, the remainder of this Easement shall not be affected thereby and all other terms and provisions of this Easement shall remain valid and enforceable to the extent permitted by law.

**B. Waiver.** The failure or delay of either party, for any reason whatsoever, to enforce this Easement shall not constitute a waiver of its rights, and each party hereby waives any defense of laches, prescription or estoppel. Nothing herein shall be construed as to relieve Grantor from compliance with any federal, state or local law, regulation, rule or ordinance applicable to the Protected Property.

**C. Governing Laws.** This Easement is intended to be governed as an easement in compliance with 33 M.R.S.A §§ 1581-1585. Interpretation and performance of this Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of law provisions if doing so would result in any provision of this Easement being governed or interpreted under the laws of any other jurisdiction. Should uncertainty arise in its meaning, this Easement shall be interpreted in favor of Grantor's use of the Protected Property.

**D. Enforcement Rights.** This Easement shall not be construed to entitle any person or entity other than Grantor or Holder to enforce any of the terms or conditions hereof. Specifically, no member of the public shall have any rights under this Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Holder.



**14. Reconveyance.**

By the acceptance of this Conservation Easement LMHT covenants and agrees that if the Trail is not constructed within five (5) years or, once constructed, is abandoned or not maintained in accordance with the provisions of this Conservation Easement, LMHT will, upon written notice of the Grantor, reconvey to the Grantor its easement rights in and to the Trail. This Agreement will be binding on LMHT, its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by \_\_\_\_\_, its \_\_\_\_\_, hereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed, Sealed and Delivered  
in the presence of:

WITNESS

GRANTOR:  
TOWN OF CARRABASSETT VALLEY

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

STATE OF MAINE  
County of Franklin

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me known to be \_\_\_\_\_ of Town of Carrabassett Valley, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Maine  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Printed Name: \_\_\_\_\_

X

**HOLDER ACCEPTANCE**

The above and foregoing Easement was authorized to be accepted by Longfellow Mountains Heritage Trails, Inc., Holder as aforesaid, and the said Holder does hereby accept the foregoing Easement, by and through \_\_\_\_\_, its \_\_\_\_\_, hereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and agrees to be bound by all its terms and provisions.

HOLDER:

Longfellow Mountains Heritage Trails

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

Its: \_\_\_\_\_

State of Maine

County of Franklin

\_\_\_\_\_, 2020

Personally appeared \_\_\_\_\_, hereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Executive Director of Longfellow Mountains Heritage Trails, Inc.

Before me,

\_\_\_\_\_  
Notary Public

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

**ATTACHMENTS:**

EXHIBIT A - . A legal description of the Protected Property.

EXHIBIT B. A Plot Plan depicting the approximate location of existing and proposed trail corridors making up the Protected Property and showing approximate locations of features on and near the Protected Property.

Exhibit A

The land situated in Carrabassett Valley, County of Franklin and State of Maine (hereinafter sometimes called "the Property"):

FIRST PARCEL: A certain lot or parcel of land and appurtenances, thereto, situated in said Town of Carrabassett Valley, and being those premises as were described in the deed of Harold K. Melvin, Personal Representative of the Estate of H. King Cummings to Carl W. Demshar dated December 26, 1989, and recorded in Franklin County Registry of Deeds in Book 1141, Page 269, and wherein the premises are more fully bounded and described as follows:

Land and buildings in said Carrabassett Valley, bounded and described as follows:

Beginning on the easterly side of Carrabassett Stream at a cedar stake and stones on the north line of lot #9 as shown on a Plan of Settlers' lots of Jerusalem made by Eleanor Coburn in 1828 and also on the north line of land known as the Field and Wing lot; thence easterly one hundred sixty (160) feet, more or less, to the easterly side of the old abandoned narrow gauge railroad track at a point marked by a cedar stake and stones; thence northerly along the old railroad bed one thousand four hundred fifty (1,450) feet, more or less, to a cedar stake and stones; thence westerly two hundred seventy-five (275) feet, more or less, to a cedar stake and stones on the bank of Carrabassett Stream; thence southerly following the meanders of the stream to the point of beginning, containing approximately six and one quarter (6 1/4) acres.

The grantee shall have a right of way to the above premises by and along the road as now existing over land of Dead River Company, being the old narrow gauge railroad bed, and the grantee, at its discretion, may from time to time make repairs or improvements, in said road. The grantor does not warrant this right of way, particularly against claims by the Indian tribes.

The grantee shall have the right to lay, maintain, and remove at any time, a pipe across land formerly of Dead River Company for the purpose of supplying water from the spring on the side of the ridge which is easterly of the parcel hereby conveyed.

These premises were conveyed to Kenneth N. Packard by deed from Dead River Company dated February 8, 1949, and recorded in said Registry of Deeds in Book 305, Page 328.

The premises herein described are the same as conveyed to H. King Cummings by a foreclosure judgment deed from Kingfield Savings Bank dated January 8, 1986 and recorded in said Registry of Deeds in Book 874, Page 229.

SECOND PARCEL: A certain lot or parcel of land together with any and all structures and improvements situated thereon, and appurtenances, thereto, situated in said Town of Carrabassett Valley, and being those premises as were described in the deed from Frederick W. Jones to Carl W. Demshar, dated November 3, 1989, and recorded in said Registry of Deeds in Book 1 141, Page 267, and wherein the premises of (sic) more fully bounded and described as follows:

Also, a certain lot or parcel of land in said Carrabassett Valley and being all of Settlers Lots numbered 4, 8, and 9 in said Town as shown on Plan of Settlers Lots in Jerusalem Township (now by incorporation, the Town of Carrabassett Valley) recorded in said Registry of Deeds, Plan Book 119 1/2, Page 29.

Also, all my right, title, and interest in and to any and all other land owned by the Grantor herein lying easterly of the Carrabassett River and northerly of the dividing line between Settlers Lots numbered 2 and 4.

Any and all islands located in the Carrabassett River lying northerly of the dividing line between Settlers Lots numbered 2 and 4.

Excepting from the above:

Any land and/or rights acquired by the State of Maine for highway purposes, and the parcel of land conveyed to Dean Hutchins by Norman Field and Wing Spool & Bobbin Co., on record in said Registry of Deeds.

EXCEPTING AND RESERVING, HOWEVER, to the Grantor herein, the following:

A certain lot or parcel of land, with buildings and improvements located thereon, situated on the easterly side of Carrabassett Drive, also known as Maine State Route 27, in the Town of Carrabassett Valley, County of Franklin, and State of Maine, bounded and described as follows, to wit:

Beginning on the easterly side of Carrabassett River at a cedar stake and stones on the north line of Lot #9 as shown on a Plan of Settler's Lots of Jerusalem, made by Eleanor Coburn in 1828 and also on the north line of land known as the Field and Wing Lot;

Thence, on a course of N 87° W across Carrabassett River and continuing on the same course along the North line of Lot #9 of the Settler's Lots to the Easterly boundary of Carrabassett Drive;

Thence, northerly along the easterly line of Carrabassett Drive to a point marked by an iron post set on the easterly side of the highway and N 15° W, a distance of one hundred twenty (120) feet from the westerly corner of the bridge across Carrabassett River;

Thence, on a course of N 80° E by and along land conveyed to Ronald B. Allen by deed to him from 1st Consumer Savings Bank, dated August 26, 1977, recorded in the Franklin County Registry of Deeds in Book 523, Page 256, a distance of sixty-eight (68) feet, more or less, to the westerly bank of the Carrabassett River;

Thence, northerly by and along the westerly shore of the Carrabassett River to the northerly line of a parcel of land described in a deed from Dead River Company to Kenneth N. Packard, dated December 23, 1961 and recorded in the Franklin County Registry of Deeds in Book 363, Page 366;

Thence, easterly across Carrabassett River to the thread of the Carrabassett River;

Thence, northerly along the thread of the Carrabassett River to a point located on the northerly line of land conveyed to Kenneth N. Packard by a deed from Dead River Company, dated February 8, 1949 and recorded in the Franklin County Registry of Deeds in Book 305, Page 328;

Thence, easterly along the northerly line of land of Packard to the westerly right of way sideline of the former Narrow Gauge Railroad;

Thence, southerly along the westerly right of way sideline of the former Narrow Gauge Railroad an approximate distance of one thousand four hundred fifty (1450) feet to a point located on the north line of Lot #9 as shown on a Plan of Settler's Lots of Jerusalem, made by Eleanor Coburn in 1828 and also on the north line of land known as the Field and Wing Lot;

Thence, westerly along the north line of Lot #9 as shown on a Plan of Settler's Lots of Jerusalem, made by Eleanor Coburn in 1828 and also on the north line of land known as the Field and Wing Lot to the point and place of beginning.

Together with a right of way and easement over the Narrow Gauge Railroad Bed between the parcel of land reserved herein and the Carriage Road, and the bridge over the Carrabassett River.

Being a portion of the premises described in a deed of distribution from Frederick W. Jones, Personal Representative of the Estate of Kathleen Cole Jones, to Karen Jordan, also known as Karen-Lee Moody, dated September 26, 2015, recorded in said Registry of Deeds in Book 3781, Page 82.

**Town of Carrabassett Valley**  
**Notice of Public Hearing Regarding Marijuana**  
**Businesses Ordinances**  
**6:00 p.m. January 15<sup>th</sup> at the Library Building**

The Carrabassett Valley Board of Selectmen have scheduled a required public hearing at the above time and place to hear public comments on two draft ordinances regarding allowing marijuana businesses to operate in Carrabassett Valley. These ordinances will be voted upon by the Carrabassett Valley voters at the annual Town meeting to be held at 7:00 p.m. March 11<sup>th</sup> at the Outdoor Center.

These draft ordinances are the result of a two-year process involving input from a committee, two previous public hearings, an extensive survey and review by the Planning Board and Board of Selectmen. There has been no endorsement of these ordinances; only the acknowledgement that they represent all of the input from the public process to date. A copy of these ordinances can be viewed on the Town's website ([www.carrabassettvalley.org](http://www.carrabassettvalley.org)).

The two ordinances consist of a Licensing Ordinance to be administered by the Board of Selectmen and an ordinance representing Amendments to the Town's Zoning Ordinance to be administered by the Planning Board and Code Enforcement Officer.

Interested citizens are encouraged to attend this hearing.