Board of Selectmen Meeting Notice

The Board of Selectmen will hold a Meeting on Wednesday April 1, 2015 at the Island Hall at 6:00 PM

First Order of Business:  Call meeting to order

Second Order of Business:  Public Hearing  
    To Have the Board of Selectmen:

15-130:  Hold a Public Hearing to consider and possibly act upon a draft agreement between the Town and the Great Chebeague Golf Club regarding a proposed parking lot near the Stone Wharf on land currently owned by the Golf Club.

15-131:  Assuming action on the previous item, consider and possibly act upon funding for surveying and engineering work for a proposed parking lot near the Stone Wharf.

Third Order of Business:  Adjourn Meeting
(draft) Board of Selectmen Meeting Minutes
April 1, 2015

The Board of Selectmen will hold a Meeting on Wednesday April 1, 2015
at the Island Hall at 6:00 PM

First Order of Business: Call meeting to order

Selectmen present: David Hill, Chris Loder, Donna Damon, Susan Campbell, Bill Calthorpe

Also present: Marjorie Stratton, Gloria Brown, Bob Libby, Herb Maine, Carol
White, Ruth Slagle, Mabel Doughty, Jackie Trask, Pat St. Cyr, Ginny Ballard,
Barbara Hamilton, Pat Festino, Wink and Ruth Houghton, Paul Belesca, Hartley and
Dianne Brewer, Binkle Boxer, Lynne Priest, Bob and Nancy Earnest, Marjorie
Munroe, Suhail and Leila Bisharat, John and Mary Holt, Jane Frizzell, John Ash, Jon
Komlosy, Ralph Munroe, Cathy MacNeill, Karen Corson, John and Anne Thaxter,
Lew and Mary Holman, Deb Hall, Jim Hood, Carl Tubbessing, Pete Pellerin, Wayne
Dyer, Susan Sawyer, Nancy Hill, Beverly Johnson, Will Lund, Sara Holmbom, Lisa
Leslie, Geoff Summa, Annette Kincaid

Second Order of Business: Public Hearing
To Have the Board of Selectmen:

15-130: Hold a Public Hearing to consider and possibly act upon a draft
agreement between the Town and the Great Chebeague Golf Club
regarding a proposed parking lot near the Stone Wharf on land currently
owned by the Golf Club.

David Hill and Chris Loder gave a PowerPoint presentation of the project.

Discussion:

- Environmental survey
- Raising sea level
- Archaeological/historic survey
• Traffic / design study
• Relieve congestion
• Not the ultimate solution
• Satellite parking, perhaps on town property on North Road across from Public Safety Building, perhaps on Komlosy property across from the Slow Bell Cafe
• How does this idea fit in with the Sunset project?
• Zoning change needed
• Conveyor belt
• Limiting number of cars on the island (land owners only)
• Other islands’ solutions
• End parking on Wharf Road completely
• Diagonal parking along Wharf Road
• Need for taxi or public transportation (grant possibility)
• Bus service (via CTC extended service)
• Drop off / pickup area
• Share boundary survey cost with other entities of agreements
• Liability exposure for Town and Golf Club
• 6’ nets to catch golf balls
• Revisit agreement w/Cousins Island
• Law enforcement of speed limits, especially just before boat departures
• Town to municipal transportation district to access federal funding
• Get car counts on and off the Island from CTC, CBL, Plante
• Incentives to park in lot
• Build a parking lot on Town property
• Special permitted parking near boat for commuters and special needs
• If the Town builds a parking lot, no matter where we build it, it will cost tax payer money

Public hearing closed at 7:25 PM.

15-131: Assuming action on the previous item, consider and possibly act upon funding for surveying and engineering work for a proposed parking lot near the Stone Wharf.

Motion: Moved by David Hill and seconded by Chris Loder to authorize a metes and bounds survey on the properties currently owned by the Great Chebeague Golf Club and the Holmboms located at the Stone Wharf providing that (1) agreement is reached to sign a contract which the Golf Club specifying the terms of the project
and (2) the Great Chebeague Golf Club agrees in writing to reimburse the Town for the cost of the survey, not to exceed $3200, within 6 months.

**Motion:** Moved by Chris Loder and seconded by David Hill to call the question.

**Unanimous, Motion Carried**

**Vote on David’s Motion: 2-3 (Damon and Hill for; Loder, Campbell, Calthorpe against); Motion Failed**

**Motion:** Moved by Bill Calthorpe and seconded by Chris Loder to table this item until the Board’s next meeting, giving the Board time to get more input from the community as to whether or not to move forward with a metes and bounds survey and if so, who should share the cost. And that the Board reach out to the other two parties to see if they have any interest in sharing the cost. And that the Board request in writing that the Golf Club poll its board to get an official yes or not from their board about the cost of the survey.

**Vote: 4-0 (Loder absent); Motion Carried**

**Third Order of Business:** Adjourn Meeting

**Motion:** Moved by Bill Calthorpe and seconded by David Hill to adjourn the meeting at 8:08 PM.

**Vote: 4-0 (Loder absent); Motion Carried**

Respectfully submitted by

Gloria J. Brown
Deputy Clerk
AGREEMENT TO TRANSFER REAL PROPERTY

This AGREEMENT TO TRANSFER REAL PROPERTY ("Agreement") is dated March 11, 2015, by and between the TOWN OF CHEBEAGUE ISLAND, a Maine municipal corporation (the "Town"); and GREAT CHEBEAGUE GOLF CLUB, a Maine business corporation (the "Golf Club"); and SARA ANNE HOLMBOM and LISA ELIN LESLIE, individual residents of Maine (the "Abutters").

BACKGROUND

The Golf Club owns real estate parcels in the Town, including lots 30, 64, and 66, as approximately indicated on the extract of Town Tax Map 104 in Attachment A.

The Sara Ann Holmbom and Lisa Elin Leslie, (the "Abutters") own a parcel of land that is adjacent to property of the Golf Club and which is approximately identified on Attachment A as Lot 65 (the "Abutters’ Parcel"). The precise location of the boundary lines of the Abutters’ Parcel has become unclear due to the passage of time and the disappearance of monuments used in historical descriptions of the Abutters’ Parcel, such that the parties desire a modern boundary survey of the Abutters’ Parcel.

The Abutters’ well, septic system and leaching field are located on a portion of the Golf Club’s property.

For years, ferry passengers and other users of the wharf have parallel parked along Stone Wharf Road in the Town, while coming and going from ferry and wharf services.

Public parking along portions of Stone Wharf Road creates an inconvenience to golfers and users of the ferry and wharf services and a potential hazard to persons and property located on or adjacent to the public way.

The Town and the Golf Club want to reduce the inconvenience and potential hazards to golfers and the public by exchanging real estate that will accommodate wharf parking, and which will reduce the need for parking along portions of Stone Wharf Road that border the Golf Club’s land. The Abutters want to clarify the location of their boundary lines, and to continue to have access to their septic system and leaching field substantially eliminating parking of vehicles along Wharf Road from its intersection with South Road to the Stone Wharf.

THE PARTIES THEREFORE AGREE AS FOLLOWS:
Section 1. Transfer of Lot 64; Easement

4.1.1 Transfer of Lot 64 property to the Town. Upon the Town’s satisfaction of the requirements set forth below, the Golf Club shall transfer to the Town by quitclaim deed with covenant, a portion of the Golf Club’s property consisting of approximately .86 acres and indicated generally described on Attachment A as Lot 64 ("Lot 64"), the actual metes and bounds of the property being transferred and the transfer itself shall be in the form attached as EXHIBIT 1.1, which is made a part of this Agreement by reference.

2.1.2 Town Conditions. As conditions precedent to the Golf Club’s obligation to transfer Lot 64 to the Town, the Town shall satisfy the following requirements (the “Town Conditions”):

2.1.2.1. The Town shall approve this Agreement.

2.1.2.2. The Town shall, by affirmative vote, approve the construction and maintenance of a public parking lot as defined in Exhibit 1.1 hereto to be operated on Lot 64 following the Golf Club’s conveyance (the “Parking Lot”), and capable of accommodating at least 40 full sized vehicles in accordance with federal, state, and local lighting, engineering and construction requirements, as determined by a certified civil engineering study.

2.1.2.3. The Town will allocate sufficient funds as are reasonably necessary, in the opinion of the Town, to construct the Parking Lot within 24 months of the Golf Course’s transfer of Lot 64.

2.1.2.4. The Town shall enact such zoning or land use changes as may be required to construct the Parking Lot; or, if no such changes are necessary, the Town shall so certify to the Golf Club.

3.1.3 The Golf Club’s obligations to transfer Lot 64 shall be triggered upon the Town’s delivery to the Golf Club of a written notice that the Town Conditions have been satisfied.

4.1.4 Option. When the parties sign this Agreement, the Golf Club will simultaneously execute an option granting the Town the exclusive right to acquire Lot 64 for 24-months, in the form attached as Exhibit 1.4., with its Exhibits.

5.1.5 Closing. The Golf Club shall deliver the deed required by Section 1.1 within 30 days of the Town’s delivery of the notice required by Section 1.2.1.3 (the “Closing”), or at such other time as the Town and the Golf Club shall determine. The Closing shall
occur at the offices of Brann & Isaacson, 215 Commercial Street, Portland, Maine, or at such other location as the parties may determine. Each party at the Closing shall bear its own costs and attorney’s fees, and the parties will apportion any transfer taxes as required by Maine law. The Town shall pay the recording fees associated with the Golf Club’s deed.

will apportion any transfer taxes as required by Maine law. The Town shall pay the recording fees associated with the Golf Club’s deed.

6.1.6 Easement. At the Closing, the Town will grant to the Golf Club an easement, permitting the Golf Club to continue to maintain the tee box for its 7th Hole, as it is currently configured and located on the Stone Wharf, and approximately indicated in Exhibit 1.6 and the supplements thereto, by delivering to the Golf Club an easement deed in substantially the form attached as Exhibit 1.6. The Golf Club shall bear the cost of recording the Easement Deed.

Section 2. License and Determination of Lot 65’s Boundaries

2.1. License to Abutters. Upon the transfer of completion of construction of the Parking Lot 64 to the Town, the Town shall grant a license to the Abutters that permits, the continued maintenance of the existing septic system and leaching field serving the single family residence presently located on the Abutters’ Parcel (the “License”). The Town may condition the License upon the Abutters’ maintenance of the existing septic system and leaching field in accordance with Town Ordinances and any other applicable laws or regulations, as well as the Abutters’ satisfaction of such insurance and other requirements as the Town may reasonably request.

2.2. Determination of Boundary Line. Following the transfer of Lot 64 to the Town, the Town and the Abutters shall use their reasonable efforts to determine the location of the boundary lines between Lot 64 and the Abutters’ Parcel. The Town shall bear the cost of a boundary survey to be prepared for this purpose by a professional land surveyor licensed by the State of Maine.

2.3. If the boundary survey required by Section 2.2 determines that the Abutters’ Parcel does not have frontage on Stone Wharf Road or that the Abutters’ Parcel does not otherwise have access to the public way, the Town will convey to the Abutters, by municipal quitclaim deed in the form attached as Exhibit 2.3, such portion of Lot 64 as is reasonably necessary, in the Town’s determination, to make the Abutters’ Parcel accessible to the Stone Wharf Road provided that nothing in this Section 2.3. shall require the Town to take any action which may cause the Town to violate any of the terms or restrictions contained in the deed of Lot 64 from the Golf Club, or to otherwise hinder the Town’s use of the Parking Lot, and, provided further, that no such transfer shall occur until after completion of construction of the Parking Lot.
Section 3. Miscellaneous

3.1 **Severability.** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Maine, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

3.2 **Choice of Law.** Maine law governs this agreement.

3.3 **Dispute Resolution.** The parties agree to resolve any dispute arising under this Agreement through binding arbitration, to be conducted in Portland, Maine, by JAMS according to its then-prevailing streamlined arbitration rules. Each party shall bear its own costs and expenses incurred in the arbitration and the parties shall share equally in the costs of the arbitrator, except that, in its discretion, the arbitrator may award reasonable costs and attorney’s fees to the prevailing party. The arbitrator shall have the authority to grant specific performance of this Agreement, and the prevailing party may ask any Maine court of competent jurisdiction to enforce an order of specific performance. The decision of the arbitrator shall be final, and shall be enforceable in any Maine state or federal court, and any other court of competent jurisdiction under the Uniform Arbitration Act.

3.4 **Notices.** All notices required by this Agreement shall be sent by U.S. mail, postage prepaid, and shall be deemed effective when received or refused, if sent to the parties at the following addresses:

If to the Town:

Town of Chebeague Island  
192 North Road  
Chebeague Island, Maine 04017  
Attn: _______________________

With a copy to:

Brann & Isaacson  
184 Main Street, P.O. Box 3070  
Lewiston, Maine 04243-3070  
Attention: Michael S. Malloy, Esq.

If to the Golf Club:

______________________________
Great Chebeague Golf Club  
16 Stone Wharf Road  
Chebeague Island, Maine 04017  
Attn: James C. Hood

If to the Abutters:

Sara Anne Holmbom and Lisa Elin Leslie-  
46 Wyoming Avenue  
Portland, Maine 04103

3.5 Brokers. The parties represent and warrant that they did not retain a real estate or other broker in connection with the transactions contemplated by this Agreement, and agree to indemnify and hold one another harmless from all claims and related costs and expenses (including reasonable attorney's fees), in the event such representation is false.

3.6 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

3.7 Interpretation. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement.

3.8 Incorporation of Exhibits. All exhibits, schedules, and attachments to this Agreement are hereby incorporated herein as though fully set forth in (and shall be deemed to be a part hereof) this Agreement.

3.9 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their respective successors and assigns.

3.10 Faxed or Electronically Transmitted Signatures. The parties agree that faxed or electronically transmitted signatures may be used to expedite the transaction contemplated by this Agreement. Each party intends to be bound by its faxed or electronically transmitted signature and each is aware that the other will rely on the faxed or electronically transmitted signature, and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronically
transmitted signature.

[SIGNATURE PAGE FOLLOWS]
The parties are signing this agreement as of the date stated on page 1.

TOWN OF CHEBEAGUE ISLAND

By: Susan Campbell
Its Chair, Board of Selectmen

GREAT CHEBEAGUE GOLF CLUB

By: James Hood
Its President

ABUTTERS

SARAH-ANN HOLMBOM

LISA ELIN LESLIE
INDEX TO ATTACHMENTS AND EXHIBITS

Attachment A
Excerpt of Tax Map 104

Exhibit 1.1, with Supplement A
Quitclaim Deed with Covenant, with Metes and Bounds Description of Lot 64 (to be prepared by licensed surveyor)

Exhibit 1.4
Exclusive Option to Purchase Real Property, with Memorandum of Option as Exhibit B

Exhibit 1.6, with Supplements A and B
Easement Deed for 7 description of Stone Wharf parcel (Supplement A), and description of tee box (Supplement B)

Exhibit 2.3
Municipal Quitclaim Deed to Abutters
EXHIBIT 1.1.
QUITCLAIM DEED WITH COVENANT

GREAT CHEBEAGUE GOLF CLUB, a Maine corporation with a mailing address of 16 Stone Wharf Road, Chebeague Island, Maine 04017 ("Grantor" or the "Golf Club"), grants to the TOWN OF CHEBEAGUE ISLAND, a Maine municipal corporation with a mailing address of 192 North Road, Chebeague Island, Maine 04017 ("Grantee" or the "Town"), with quitclaim covenant, a certain lot or parcel of land situated in the Town of Chebeague Island, County of Cumberland, and State of Maine, more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

GRANTEE’S CONDITIONS

The Premises are hereby conveyed to the Grantee subject to the following conditions (the “Grantee’s Conditions”):

1. Within 24 months of the date of this instrument, the Grantee shall construct and thereafter maintain a public parking lot capable of accommodating at least 40 full sized vehicles on the Premises, as certified by a licensed Professional Engineer (the “Parking Lot”). The Grantee shall bear all costs of constructing the Parking Lot, and shall be responsible for obtaining all necessary permitting, subdivision surveys and approvals for its construction. Additionally, after ten (10) years from completion of the construction of the Parking Lot the Town may seek to alter a portion of the Parcel to another low impact municipal use such as the installation of a picnic area and stairs to the beach, so long as the Parcel continues to provide parking for at least thirty (30) full sized vehicles, and so long as such change does not adversely impact the substantial elimination of parking along Wharf Road.

2. Upon completion of the Parking Lot, the Grantee shall install a sign on the Premises of a size and containing language reasonably satisfactory to the parties at the intersection of South Road and Wharf Road, and at the entrance to the Parking Lot that designates the public parking area and requests the public to park there rather than on Wharf Road.

3. Grantee shall continue to operate and maintain the Parking Lot between April 1 and October 31 of each year.
4. Grantee shall not be required to clear snow from the parking lot, or to otherwise maintain the parking lot between November 1 and April 1 of each year.

5. Grantee shall designate representatives, who will confer at least annually with representatives of the Grantor to review the effectiveness of the Grantee’s signs and the effectiveness of in reducing substantially eliminating public parking along Stone-Wharf Road and in the event it is reasonably demonstrated that such signs are not effective in achieving that result, Grantee shall institute appropriate traffic control mechanisms to do so.

6. Grantee shall not use or allow the use of the Premises, through license, consent, grant, lease or otherwise, for any purpose, other than as a parking lot.

Grantor shall notify Grantee of any failure of a Grantee’s Condition, by delivering a written notification, stating the grounds therefore, to the Grantee at the offices of the Board of Selectmen or at such other municipal office as the Grantee may establish. The Grantor’s notice shall be effective when received or refused, if delivered in hand or if sent by U.S. mail, postage prepaid, to the attention of the Chair of the Grantee’s Board of Selectmen, or to such other presiding municipal officer as the Grantee may subsequently establish. The Grantee and Grantor shall meet and confer within 30 days of the Grantor’s notice, and shall use their reasonable efforts to negotiate a resolution. If the parties are unable to agree upon a resolution and the Grantee has not reasonably cured the failure of the Grantee’s Condition within 60 days of the Grantor’s notice, the Grantor may record a statement to that effect in the Cumberland County Registry of Deeds, whereupon title to the Premises shall revert to the Grantor automatically revert to the Grantor free of any lien or encumbrance of the Grantee, except such encumbrances of record existing as a result of Grantee’s compliance with Section 2 of that certain Agreement to Transfer Real Property dated , 2015 by and between Grantor and Grantee.

GRANTOR’S CONDITIONS

Notwithstanding the Grantee’s Conditions stated above, if the Grantor shall fail to maintain and operate a public golf course within the Town, as indicated by the following conditions (collectively, the “Grantor’s Conditions”), the Grantee’s Conditions shall be removed.
1. The Grantor **restricts use of its golf course to members rather than eliminates any ability of the general public to use its golf course.**

2. The Grantor fails to open its golf course for any regular golfing season, except due to acts of God and reasons beyond its control.

3. The Grantor fails to designate a representative(s) to confer with the Grantee as required by the Grantee's Conditions.

4. The Grantor files Articles of Dissolution with the Maine Secretary of State, or the Maine Secretary of State administratively dissolves the Grantor.

5. The Grantor shall file any petition in bankruptcy, or an involuntary bankruptcy petition shall be filed against the Grantor which the Grantor does not cause to be dismissed within 60 days.

   If any of the foregoing Grantor's Conditions shall occur, the Grantee shall deliver written notification of the failure of the Grantor's Conditions, stating the grounds therefore, to the Grantor at the address stated above. The Grantee's notice shall be effective when received or refused, if delivered in hand or if sent by U.S. mail, postage prepaid. The Grantee and Grantor shall meet and confer within 30 days of the Grantee's notice, and shall use their reasonable efforts to negotiate a resolution. If the parties are unable to agree upon a resolution and the Grantor has not reasonably cured the defect stated in the Grantee's notice, as well as any other failure of the Grantor's Conditions, within 60 days of the Grantee's notice, the Grantee may record a statement to that effect in the Cumberland County Registry of Deeds, whereupon the Grantee's Conditions shall become void.

**RESERVATION OF RIGHT OF FIRST REFUSAL**

The Grantor hereby reserves to itself a right of first refusal, permitting it to acquire the Premises from the Grantee as follows:

1. **Right of First Refusal.** In the event that the Town receives an offer to purchase the Premises from any third party, which the Town desires to accept, or if the Town otherwise desires to convey its interest in the Premises to a third party, the Town shall first offer its interest in the Premises to the Golf Club by giving notice of same to the Golf Club in the manner provided above. If the Town
receives a written offer or enters into a purchase and sale agreement with a third party, a copy of the offer or purchase and sale agreement shall be provided with the notice to the Golf Club as soon as reasonably possible.

2. Exercise of Right of First Refusal. In the event that the Golf Club elects to exercise its right of first refusal to purchase the Premises, the Golf Club shall give notice to the Town in the manner set forth below, within 30 days of the date of the Town’s notice, and the Town and the Golf Club shall close on the transfer of the Premises to the Golf Club within 60 days of the Town’s notice, unless the Town and the Golf Club shall agree otherwise.

3. Sale Price. If the Golf Club exercises its right of first refusal, the sale price for the Premises shall be equal to the lesser of: (a) the total costs and expenditures of the Town in planning and constructing and maintaining the parking lot required by the Grantee’s Conditions stated above; beginning with the date of this instrument and continuing through the date of closing on the transfer of the Premises to the Golf Club, as certified by the Town; or (b) the purchase price set forth in the offer from or the purchase and sale agreement with the third party.

4. Failure to Exercise Right of First Refusal. If the Golf Club fails to timely exercise its right of first refusal after receiving notice in the manner prescribed herein, the Golf Club shall no longer have any right to purchase the Premises under the terms and conditions provided in the notice, and the Town may convey its interest free and clear of the Golf Club’s rights reserved hereunder, and the rights reserved herein shall no longer encumber the title to the Premises.

5. Affidavit to Clear Title. Any person acquiring title from the Town having no knowledge to the contrary may rely on an affidavit from the Town under oath taken before a notary public and recorded in the Cumberland County Registry of Deeds setting forth evidence of the Town’s compliance with the terms of this agreement, and may acquire the Premises free and clear of the rights of the Golf Club.
Witness the hand and seal of GREAT CHEBEAGUE GOLF CLUB by its duly authorized representative this ___ day of ____________, 20__.

GREAT CHEBEAGUE GOLF CLUB

1-
2-

By: [Print Name]
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND ____________________________
________________________, 20__

Personally appeared the above-named ____________________________, the President of Great Chebeague Golf Club, and acknowledged the above instrument to be his/her free act and deed in his/her said capacities, and the free act and deed of said Great Chebeague Golf Club.

Before me,

____________________________________
Notary Public/Attorney-at-Law

____________________________________
(Print Name)
SUPPLEMENT A TO EXHIBIT 1.1

[LEGAL DESCRIPTION OF LOT 64 TO BE DETERMINED BY SURVEYOR]
EXHIBIT 1.4

EXCLUSIVE OPTION TO PURCHASE REAL PROPERTY

This EXCLUSIVE OPTION TO PURCHASE REAL PROPERTY ("Option") is granted this 11th day of March 2015, by GREAT CHEBEAQUE GOLF CLUB, a Maine corporation with its mailing address at 16 Stone Wharf Road, Chebeague Island, Maine 04017 (the "Golf Club"), in favor of the TOWN OF CHEBEAQUE ISLAND, a Maine municipal corporation with a mailing address of 192 North Road, Chebeague Island, Maine 04017 (the "Town").

1. Grant of Option. Golf Club grants Town the exclusive and irrevocable right and option until 11:59 P.M. on March 14, 2017, June 30, 2015 ("Expiration Date") at which time this option shall expire, to acquire a lot in fee situated in the Town of Chebeague Island, which is generally identified as Lot 64 on the Town's Tax Map 104,-Lot-64 and more particularly described in Schedule A, attached hereto and made a part hereof (the "Premises") in consideration of the Town's execution of an Agreement to Transfer Real Property of even or near date herewith (the "Agreement"), and for other good and valuable consideration. This Option is granted pursuant to Section 1.4 of the Agreement, and the terms of the conditions of the Agreement are incorporated herein by reference.

2. Exercise of Option. The Town shall give notice of the exercise of this Option by mailing notification to the Golf Club that the Town Conditions, as stated in Sections Section 1.2 and 1.3 of the Agreement, have been satisfied. Notice shall be sent in the manner set forth in the Agreement. This Option shall be deemed valid and effectively exercised at time such notice is received or refused by Golf Club. Upon exercise of the Option in accordance with terms hereof, this Option shall constitute a contract for the purchase and sale of the Premises.

3. Restrictions. (a) Until the earlier of (a) the Expiration Date, and (b) if the Option has been exercised, prior to the earlier of (i) the Closing referred to in paragraph 6 below or (ii) the date which is 30 days after the Option was exercised ("Closing Date"); and (c) after the Closing Paragraph 6 below, Golf Club agrees not to sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of the Premises or use or alter the Premises in a manner that would adversely affect Town's use of the Premises as a parking lot, without the prior written consent of Town.

4. Due Diligence.
(a) After exercise of the Option, Town, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to enter upon and examine, investigate, survey, appraise and inspect the Premises, including without limitation the performance of a Phase I and/or Phase II environmental testing, and such other environmental testing as Town shall reasonably and in good faith deem necessary or
appropriate. Town’s due diligence shall include: (i) assessing environmental conditions, physical nature and condition of the Premises, and (ii) preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies necessary or advisable by Town and for Town’s proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering and environmental studies. All such activities shall be reasonably conducted and shall not unreasonably nor materially waste the land. In the event this Option is not exercised by the Town, the Town shall use its reasonable efforts to return the Premises to the condition it was in prior to such due diligence.

(b) After exercise of the Option, Golf Club will make available to Town, copies of Golf Club’s plans, surveys, inspections and/or maintenance records of the Premises, if any, and any environmental data they possess regarding the Premises, including without limitation any environmental studies or reports ("Golf Club’s Information"). If Town has not completed the purchase of the Premises by the Closing Date, Town shall return Golf Club’s Information and all copies thereof to Golf Club.

(c) After exercise of the Option, the Town shall engage a licensed professional surveyor at its sole cost and expense to prepare a survey of the Premises, including without limitation, a survey necessary for the purposes of establishing a boundary line between the Premises and the adjacent property thereto being retained by the Golf Club, as well as the property adjacent to the Premises and owned by the Abutters, as identified in the Agreement and suitable for use by the Golf Club in any subdivision application required in order for the Premises to be transferred to the Town, such survey to be for the benefit of both the Town and the Golf Club.

(d) Town may conduct an appraisal of the Premises at any time at its sole cost and expense.

5. Closing. (a) After exercise of the Option, Town and Golf Club shall complete the purchase and sale of the Premises on the Closing Date at a time and place convenient to the parties hereto. Except as otherwise provided herein or in the Agreement, the Town shall be responsible for all expenses and fees incurred in connection with the Closing, except for such expenses as Golf Club incurs for legal and consultant services (if any).

(b) At the Closing, Golf Club shall be required to deliver the following properly executed and acknowledged documents in a form and substance reasonably satisfactory to Town:
(i) Quitclaim Deed with Covenant. A “Quitclaim Deed with Covenant” in substantial conformance with the form attached as Exhibit 1.1.

(ii) FIRPTA Affidavit and Other Tax Forms. Golf Club’s affidavit, under penalty of perjury, as to Golf Club’s U.S. taxpayer identification number and that Golf Club is not a foreign person within the meaning of Section 1445 of the United States Internal Revenue Code. Golf Club shall also deliver such certificates regarding state residency as may be reasonably requested by Town.

(iii) Title Documents. Such documents as Town’s title insurance company may reasonably require in order to remove title policy exceptions other than for Permitted Encumbrances, including for parties in possession and mechanics or materialmen’s liens, and including but not limited to affidavits of Golf Club. Evidence reasonably satisfactory to Town of termination or discharge of all third-party agreements, mortgages, negative pledge agreements, licenses, leases, reservations, liens or encumbrances with respect to the Premises other than Permitted Encumbrances, unless otherwise agreed to by Town in writing.

(iv) Environmental Indemnity. Golf Club shall deliver to Town a mutually acceptable environmental indemnity agreement which shall indemnify and hold Town harmless against any claims or damages incurred by Town for and respect to any and all environmental conditions on the Premises during the period in which Golf Club owned or controlled the Premises including without limitation the presence of Hazardous Substances, as defined by law, environmental pollution or hazardous waste or other contamination on the Premises. Such indemnity shall survive the Closing.

(v) Additional Documents. Such other documents as the parties may agree are reasonably required to close the purchase and sale of the Premises under this Agreement.

(c) Outstanding property taxes with respect to the premises shall be pro-rated and between the parties at Closing. Town and Golf Club shall each pay one-half of any real estate transfer tax owing in respect of the transfer of the Premises.


(a) Golf Club represents and warrants that it is the sole owner of the Premises and has the full right, power and authority to enter into this Agreement and
to sell, convey and transfer the Premises in accordance with the terms of this Option Agreement.

(b) Golf Club represents and warrants that no other person has been granted an option to purchase the Premises or is entitled to occupancy of the Premises other than Golf Club.

(c) Town represents and warrants that it has the full right, power and authority to enter into this Agreement and to purchase and take ownership of the Premises in accordance with the terms of this Option Agreement.

(d) Town represents and warrants that no real estate broker, salesman, finder or representative has shown the Premises to Town or initiated the sale of the Premises and Town will agree to indemnify, defend and hold Golf Club harmless from any claims or brokerage fees or commissions by any such person claiming to have dealt with Town.

or brokerage fees or commissions by any such person claiming to have dealt with Town.

7. Successors. This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

8. Miscellaneous.

(a)-(a) Amendments. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Golf Club and Town.

(b)-(b) Counterparts. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument.

(c)-(c) Governing Law. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.

(d)-(d) Section Headings. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.

(e)-(e) Recording. Golf Club agrees to execute and acknowledge before a notary public, a Memorandum of Option in the form attached as Exhibit B, and
deliver the same to Town for recording in the County in which the Premises are located.

(f) Entire Agreement. This Option and the Agreement constitute the entire understanding between Town and Golf Club and there are no agreements or understandings between the parties except as set forth therein.

(g) Extensions. Each party agrees to negotiate in good faith with the other party if such other party requests an extension of either the Expiration Date or the Closing Date under this Agreement provided that nothing herein shall limit the exercise by any party of any legal or contractual right accruing to it hereunder nor limit the right of such party to condition its agreement to such extension upon receipt of additional consideration.

(h) Town’s Intended Use of Premises. Golf Club acknowledges that Town’s intended use of the Premises is for use as a parking lot. Golf Club agrees to take no action during the term of this Option Agreement or following the Closing that could potentially interfere with, delay or make more costly any activities or transactions relating to Town’s permitting and construction of the forgoing facility.

9. Effectiveness. This Option Agreement is valid only when executed by both Golf Club and Town.

IN WITNESS WHEREOF, the said Great Chebeague Golf Club and Town of Chebeague Island have executed this Option effective on the date first written above.

[SIGNATURE PAGE FOLLOWS]
EXHIBIT B
MEMORANDUM OF OPTION

GRANTOR: GREAT CHEBEAGUE GOLF CLUB
HOLDER: TOWN OF CHEBEAGUE ISLAND

DESCRIPTION OF PROPERTY: SEE ATTACHED EXHIBIT A

Grantor will not sell or otherwise convey this Property without complying with the provisions of a certain EXCLUSIVE OPTION TO PURCHASE REAL PROPERTY of near or even date between the parties.

DATED: March____, 2015

GREAT CHEBEAGUE GOLF CLUB TOWN OF CHEBEAGUE ISLAND

By:
Its President
By:
Its: Chair, Board of Selectmen

GREAT CHEBEAGUE GOLF CLUB  TOWN OF CHEBEAGUE ISLAND

By: ____________________________  BY: ____________________________
Its President  Its Chair, Board of Selectmen

STATE OF MAINE
CUMBERLAND County
March__, 2015

Personally appeared the above-named__________________, the President of Great Chebeague Golf Club, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity.

Before me, ______________

__________________________________________
[Name]  Notary Public/Attorney at Law
EXHIBIT 1.6

EASEMENT DEED

The TOWN OF CHEBEAGUE ISLAND ("Grantor" or the "Town"), a municipal corporation with its mailing address of 192 North Road, Chebeague Island, Cumberland County, Maine 04017, grants to GREAT CHEBEAGUE GOLF CLUB, whose mailing address is 16 Stone Wharf Road, Chebeague Island, Cumberland County, Maine 04017 ("Grantee" or the "Golf Club"), the perpetual rights and easement for the limited purposes and uses and subject to the express terms and conditions set forth below (the "Easement"), across a limited portion of certain real property of Grantor as designated in the attached Exhibit A and as further illustrated in the attached Exhibit B ("Easement Area"), which is a portion of the Town’s real property located on the Stone Wharf in the Town of Chebeague Island, Maine, and more fully described in a deed recorded in the Cumberland County Registry of Deeds in Book _____, Page _____ (the "Burdened Premises"). This Easement is an easement in gross in favor of the Golf Club and is not an easement appurtenant to any real property currently owned by the Golf Club.

EASEMENT PURPOSE AND USES:

The Easement includes the perpetual and exclusive right of the Golf Club to access the Burdened Premises described in Exhibit A for the limited purpose of maintaining a golf tee. Within the Easement Area, Grantee may install, access, and maintain a concrete pad topped with artificial turf, not larger than 8 feet wide by 8 feet long, upon which the Grantee may place, access, and maintain a tee box serving the 7th hole of the Grantee’s golf course, as it exists as of the date of this conveyance. In the event the Grantor’s property requires maintenance or repair or reconstruction that requires movement of the tee box, the Grantor and the Grantee shall use their reasonable efforts to agree upon another location for the Easement to another location suitable on land of Grantor for continued play of the Golf Club’s 7th hole, and the tee box shall be relocated at the Golf Club’s expense. Grantee shall not allow any mechanic’s lien or other lien to be recorded against the Burdened Premises. The Grantee shall be solely responsible for all maintenance of the tee box.

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The Easement is expressly conditioned on the requirement that the Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims or liabilities arising out of or relating to the Grantee’s use of the Easement, including costs of enforcement and reasonable attorneys’ fees.

The Easement is also expressly conditioned on the requirement that the
The Easement is also expressly conditioned on the requirement that the Grantee shall at all times maintain a policy of liability insurance endorsed to name the Grantor as an additional insured, with minimum combined policy limits of $2 million, which provides that the policy cannot be cancelled or reduced without 10 days' notice to the Grantor. As a further condition of the Easement, except for Grantor's wrongful acts or gross negligence, the Grantee shall release the Grantor from any liability or responsibility (to the Grantee or anyone claiming through or under the Grantee by way of subrogation or otherwise) for any loss or damage to any tangible property, or any resulting loss of income, or losses under any workers' compensation laws and benefits, notwithstanding the fact that such loss or damage shall have been caused by the fault or negligence of the Grantor or any golfing guest, invitee, member, or anyone for whom the Grantor may be responsible. The Grantee shall include in the insurance policy a provision that such release shall not adversely affect the policy or prejudice any right to recover.

It shall be an express condition of the Easement that the Grantee, its successors or assigns, shall annually provide the Grantor with a certificate of insurance showing the required coverage and a copy of the declaration page of the policy and the additional insured endorsement.

TOWN’S RIGHT TO TERMINATE THE EASEMENT:

The Grantor or Grantor’s successor shall have the right to extinguish the Easement at any time in which Grantee fails to comply with the express conditions of the Easement, in the sole discretion of the Grantor or Grantor's successor. In addition, the Grantor or its successor may terminate this Easement in the event the Golf Club records a statement that the Grantor has failed to maintain the conditions referred to as “Grantee’s Conditions” in a certain quitclaim deed with covenant from recorded in the Cumberland County Registry of Deeds at Book ___, Page ___. The Grantor or its successor may exercise its right to terminate this Easement by recording a Notice of Termination of Easement in the Cumberland County Registry of Deeds that references this Easement Deed and states the reasons for termination.

Witness my hand this ___ day of ____________, 201__.

TOWN OF CHEBEAGUE ISLAND

BY: ___________________________
PRINT NAME]
ITS: CHAIR, BOARD OF SELECTMEN
STATE OF MAINE __________, 201_
CUMBERLAND, SS

Now personally appeared before me the above-named __________, Chair, Board of Selectmen for the Town of Chebeague Island, and acknowledged the foregoing to be his/her free act and deed and the free act and deed for the Town of Chebeague Island.

______________________________
NOTARY PUBLIC/ATTORNEY AT LAW

PRINT NAME:
SUPPLEMENT A TO EXHIBIT 1.6

[INSERT LEGAL DESCRIPTION OF TOWN’S STONE WHARF PARCEL]
SUPPLEMENT B TO EXHIBIT 1.6

[INSERT DRAWING OF TEE BOX ON STONE WHARF]
EXHIBIT 2.3

MUNICIPAL QUITCLAIM DEED

THE TOWN OF CHEBEAGUE ISLAND, a municipal corporation with its mailing address of 192 North Road, Chebeague Island, Maine 04017, releases to SARAH ANN HOLMBOM and LISA ELIN LESLIE, individuals with a mailing address of 47 Wyoming Avenue, Portland, Maine 04103, the land located adjacent to Stone Wharf Road and more particularly described as follows:

[legal description of strip of land to be prepared by licensed surveyor]

IN WITNESS WHEREOF the Town of Chebeague Island has executed this municipal quitclaim deed by__________, its duly authorized__________, this day of

TOWN OF CHEBEAGUE ISLAND

________________________________________________________

BY: [PRINT NAME]

ITS CHAIR, BOARD OF SELECTMEN

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On________________, personally appeared the above-named __________, Chair, Board of Selectmen of the Town of Chebeague Island, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said Town of Chebeague Island.

Before me,

________________________________________________________

Notary Public/Attorney-at-Law
Document comparison by Workshare Compare on Tuesday, March 24, 2015 4:15:22 PM

<table>
<thead>
<tr>
<th>Input:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Document 1 ID</td>
<td>netdocuments://4818-6947-0498/1</td>
</tr>
<tr>
<td>Description</td>
<td>2015-03-02-Revised Agreement to Transfer Great Chebeague Golf Club</td>
</tr>
<tr>
<td>Document 2 ID</td>
<td>netdocuments://4818-6947-0498/2</td>
</tr>
<tr>
<td>Description</td>
<td>2015-03-02-Revised Agreement to Transfer Great Chebeague Golf Club</td>
</tr>
<tr>
<td>Rendering set</td>
<td>Standard</td>
</tr>
</tbody>
</table>

**Legend:**
- **Insertion**
- **Deletion**
- **Moved from**
- **Moved to**
- **Style change**
- **Format change**
- **Moved-deletion**
- **Inserted cell**
- **Deleted cell**
- **Moved cell**
- **Split/Merged cell**
- **Padding cell**

**Statistics:**

<table>
<thead>
<tr>
<th></th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insertions</td>
<td>139</td>
</tr>
<tr>
<td>Deletions</td>
<td>121</td>
</tr>
<tr>
<td>Moved from</td>
<td>3</td>
</tr>
<tr>
<td>Moved to</td>
<td>3</td>
</tr>
<tr>
<td>Style change</td>
<td>0</td>
</tr>
<tr>
<td>Format changed</td>
<td>0</td>
</tr>
<tr>
<td>Total changes</td>
<td>266</td>
</tr>
</tbody>
</table>
Sketch showing suggested basement area for disposal system - Chebeague Island

For William E. Ann Holmboe

Existing House

Existing Drilled Well

Iron Pipe

Proposed Location for Septic Tank

Trench #1

Trench #2

Trench #3

Trench #4

Existing Property Line

Golf Course Property

Edge of Suggested Basement Area

Scale: 1" = 20'
AGREEMENT TO TRANSFER REAL PROPERTY

This AGREEMENT TO TRANSFER REAL PROPERTY ("Agreement") is dated March 11, 2015, by and between the TOWN OF CHEBEAGUE ISLAND, a Maine municipal corporation (the "Town"); and GREAT CHEBEAGUE GOLF CLUB, a Maine business corporation (the "Golf Club").

BACKGROUND

The Golf Club owns real estate parcels in the Town, including lots 30, 64, and 66, as approximately indicated on the extract of Town Tax Map 104 in Attachment A.

Sara Ann Holmbom and Lisa Elin Leslie, (the “Abutters”) own a parcel of land that is adjacent to property of the Golf Club and which is approximately identified on Attachment A as Lot 65 (the “Abutters’ Parcel”).

The Abutters’ well, septic system and leaching field are located on a portion of the Golf Club’s property.

For years, ferry passengers and other users of the wharf have parallel parked along Stone Wharf Road in the Town, while coming and going from ferry and wharf services.

Public parking along portions of Stone Wharf Road creates an inconvenience to golfers and users of the ferry and wharf services and a potential hazard to persons and property located on or adjacent to the public way.

The Town and the Golf Club want to reduce the inconvenience and potential hazards to golfers and the public by substantially eliminating parking of vehicles along Wharf Road from its intersection with South Road to the Stone Wharf.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

Section 1. Transfer of Lot 64; Easement

1.1 Transfer of property to the Town. Upon the Town’s satisfaction of the requirements set forth below, the Golf Club shall transfer to the Town by quitclaim deed with covenant, a portion of the Golf Club’s property consisting of approximately .86 acres and generally described on Attachment A as Lot 64 ("Lot 64"), the actual metes and bounds of the property being transferred and the transfer itself shall be in the form attached as EXHIBIT 1.1, which is made a part of this Agreement by reference.
1.2 **Town Conditions.** As conditions precedent to the Golf Club’s obligation to transfer Lot 64 to the Town, the Town shall satisfy the following requirements (the “Town Conditions”):

1.2.1. The Town shall approve this Agreement.

1.2.2. The Town shall, by affirmative vote, approve the construction and maintenance of a public parking lot as defined in Exhibit 1.1 hereto to be operated on Lot 64 following the Golf Club’s conveyance (the “Parking Lot”), and capable of accommodating at least 40 full sized vehicles in accordance with federal, state, and local lighting, engineering and construction requirements, as determined by a certified civil engineering study.

1.2.3. The Town shall allocate sufficient funds as are reasonably necessary, in the opinion of the Town, to construct the Parking Lot within 24 months of the Golf Course’s transfer of Lot 64.

1.2.4. The Town shall enact such zoning or land use changes as may be required to construct the Parking Lot; or, if no such changes are necessary, the Town shall so certify to the Golf Club.

1.3 The Golf Club’s obligations to transfer Lot 64 shall be triggered upon the Town’s delivery to the Golf Club of a written notice that the Town Conditions have been satisfied.

1.4 **Option.** When the parties sign this Agreement, the Golf Club will simultaneously execute an option granting the Town the exclusive right to acquire Lot 64, in the form attached as Exhibit 1.4., with its Exhibits.

1.5 **Closing.** The Golf Club shall deliver the deed required by Section 1.1 within 30 days of the Town’s delivery of the notice required by Section 1.3 (the “Closing”), or at such other time as the Town and the Golf Club shall determine. The Closing shall occur at the offices of Brann & Isaacson, 215 Commercial Street, Portland, Maine, or at such other location as the parties may determine. Each party at the Closing shall bear its own costs and attorney’s fees, and the parties will apportion any transfer taxes as required by Maine law. The Town shall pay the recording fees associated with the Golf Club’s deed.

1.6 **Easement.** At the Closing, the Town will grant to the Golf Club an easement, permitting the Golf Club to continue to maintain the tee box for its 7th Hole, as it is currently configured and located on the Stone Wharf, and approximately indicated in Exhibit 1.6 and the supplements thereto, by delivering to the Golf Club an easement deed in substantially the form attached as Exhibit 1.6. The Golf Club shall bear the cost of recording the Easement Deed.
Section 2. License and Determination of Lot 65’s Boundaries

2.1. License to Abutters. Upon completion of construction of the Parking Lot, the Town shall grant a license to the Abutters that permits, the continued maintenance of the existing septic system and leaching field serving the single family residence presently located on the Abutters’ Parcel (the “License”). The Town may condition the License upon the Abutters’ maintenance of the existing septic system and leaching field in accordance with Town Ordinances and any other applicable laws or regulations, as well as the Abutters’ satisfaction of such insurance and other requirements as the Town may reasonably request.

2.2. Determination of Boundary Line. Following the transfer of Lot 64 to the Town, the Town and the Abutters shall use their reasonable efforts to determine the location of the boundary lines between Lot 64 and the Abutters’ Parcel. The Town shall bear the cost of a boundary survey to be prepared for this purpose by a professional land surveyor licensed by the State of Maine.

2.3. If the boundary survey required by Section 2.2 determines that the Abutters’ Parcel does not have frontage on Stone Wharf Road or that the Abutters’ Parcel does not otherwise have access to the public way, the Town will convey to the Abutters, by municipal quitclaim deed in the form attached as Exhibit 2.3, such portion of Lot 64 as is reasonably necessary, in the Town’s determination, to make the Abutters’ Parcel accessible to the Stone Wharf Road provided that nothing in this Section 2.3. shall require the Town to take any action which may cause the Town to violate any of the terms or restrictions contained in the deed of Lot 64 from the Golf Club, or to otherwise hinder the Town’s use of the Parking Lot, and, provided further, that no such transfer shall occur until after completion of construction of the Parking Lot.

Section 3. Miscellaneous

3.1 Severability. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Maine, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

3.2. Choice of Law. Maine law governs this agreement.

3.3. Dispute Resolution. The parties agree to resolve any dispute arising under this Agreement through binding arbitration, to be conducted in Portland, Maine, by JAMS according to its then-prevailing streamlined arbitration rules. Each party shall bear its own costs and expenses incurred in the arbitration and the parties shall share equally in the costs of the arbitrator, except that, in its discretion, the arbitrator may award reasonable costs and attorney’s fees to the prevailing party. The arbitrator shall have the authority to grant specific performance of this Agreement, and the prevailing party may ask any Maine court of competent jurisdiction to enforce an order of specific performance. The decision of the arbitrator shall be final, and shall be enforceable in
any Maine state or federal court, and any other court of competent jurisdiction under the Uniform Arbitration Act.

3.4. **Notices.** All notices required by this Agreement shall be sent by U.S. mail, postage prepaid, and shall be deemed effective when received or refused, if sent to the parties at the following addresses:

If to the Town:

Town of Chebeague Island  
192 North Road  
Chebeague Island, Maine 04017  
Attn: ________________

With a copy to:

Brann & Isaacson  
184 Main Street, P.O. Box 3070  
Lewiston, Maine 04243-3070  
Attention: Michael S. Malloy, Esq.

If to the Golf Club:

Great Chebeague Golf Club  
16 Stone Wharf Road  
Chebeague Island, Maine 04017  
Attn: James C. Hood

3.5. **Brokers.** The parties represent and warrant that they did not retain a real estate or other broker in connection with the transactions contemplated by this Agreement, and agree to indemnify and hold one another harmless from all claims and related costs and expenses (including reasonable attorney’s fees), in the event such representation is false.

3.6 **Captions.** The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

3.7 **Interpretation.** No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement.
3.8 Incorporation of Exhibits. All exhibits, schedules, and attachments to this Agreement are hereby incorporated herein as though fully set forth in (and shall be deemed to be a part hereof) this Agreement.

3.9 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their respective successors and assigns.

3.10 Fax or Electronically Transmitted Signatures. The parties agree that faxed or electronically transmitted signatures may be used to expedite the transaction contemplated by this Agreement. Each party intends to be bound by its faxed or electronically transmitted signature and each is aware that the other will rely on the faxed or electronically transmitted signature, and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronically transmitted signature.

[SIGNATURE PAGE FOLLOWS]
The parties are signing this agreement as of the date stated on page 1.

TOWN OF CHEBEAGUE ISLAND

By: Susan Campbell
Its Chair, Board of Selectmen

GREAT CHEBEAGUE GOLF CLUB

By: James Hood
Its President
<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Excerpt of Tax Map 104</td>
</tr>
<tr>
<td>Exhibit 1.1, with Supplement A</td>
<td>Quitclaim Deed with Covenant, with Metes and Bounds Description of Lot 64 (to be prepared by licensed surveyor)</td>
</tr>
<tr>
<td>Exhibit 1.4</td>
<td>Exclusive Option to Purchase Real Property, with Memorandum of Option as Exhibit B</td>
</tr>
<tr>
<td>Exhibit 1.6, with Supplements A and B</td>
<td>Easement Deed for 7 description of Stone Wharf parcel (Supplement A), and description of tee box (Supplement B)</td>
</tr>
<tr>
<td>Exhibit 2.3</td>
<td>Municipal Quitclaim Deed to Abutters</td>
</tr>
</tbody>
</table>
EXHIBIT 1.1.
QUITCLAIM DEED WITH COVENANT

GREAT CHEBEAGUE GOLF CLUB, a Maine corporation with a mailing address of 16 Stone Wharf Road, Chebeague Island, Maine 04017 (“Grantor” or the “Golf Club”), grants to the TOWN OF CHEBEAGUE ISLAND, a Maine municipal corporation with a mailing address of 192 North Road, Chebeague Island, Maine 04017 (“Grantee” or the “Town”), with quitclaim covenant, a certain lot or parcel of land situated in the Town of Chebeague Island, County of Cumberland, and State of Maine, more particularly described in Exhibit A attached hereto and made a part hereof (the “Premises”).

GRANTEE’S CONDITIONS

The Premises are hereby conveyed to the Grantee subject to the following conditions (the “Grantee’s Conditions”):

1. Within 24 months of the date of this instrument, the Grantee shall construct and thereafter maintain a public parking lot capable of accommodating at least 40 full sized vehicles on the Premises, as certified by a licensed Professional Engineer (the “Parking Lot”). The Grantee shall bear all costs of constructing the Parking Lot, and shall be responsible for obtaining all necessary permitting, subdivision surveys and approvals for its construction. Additionally, after ten (10) years from completion of the construction of the Parking Lot the Town may seek to alter a portion of the Parcel to another low impact municipal use such as the installation of a picnic area and stairs to the beach, so long as the Parcel continues to provide parking for at least thirty (30) full sized vehicles, and so long as such change does not adversely impact the substantial elimination of parking along Wharf Road.

2. Upon completion of the Parking Lot, the Grantee shall install a sign of a size and containing language reasonably satisfactory to the parties at the intersection of South Road and Wharf Road, and at the entrance to the Parking Lot that designates the public parking area and requests the public to park there rather than on Wharf Road.

3. Grantee shall continue to operate and maintain the Parking Lot between April 1 and October 31 of each year.

4. Grantee shall not be required to clear snow from the Parking Lot, or to otherwise maintain the parking lot between November 1 and April 1 of each year.
5. Grantee shall designate representatives, who will confer at least annually with representatives of the Grantor to review the effectiveness of the Grantee’s signs in substantially eliminating public parking along Wharf Road and in the event it is reasonably demonstrated that such signs are not effective in achieving that result, Grantee shall institute appropriate traffic control mechanisms to do so.

6. Grantee shall not use or allow the use of the Premises, through license, consent, grant, lease or otherwise, for any purpose, other than as a parking lot.

Grantor shall notify Grantee of any failure of a Grantee’s Condition, by delivering a written notification, stating the grounds therefore, to the Grantee at the offices of the Board of Selectmen or at such other municipal office as the Grantee may establish. The Grantor’s notice shall be effective when received or refused, if delivered in hand or if sent by U.S. mail, postage prepaid, to the attention of the Chair of the Grantee’s Board of Selectmen, or to such other presiding municipal officer as the Grantee may subsequently establish. The Grantee and Grantor shall meet and confer within 30 days of the Grantor’s notice, and shall use their reasonable efforts to negotiate a resolution. If the parties are unable to agree upon a resolution and the Grantor has not reasonably cured the failure of the Grantee’s Condition within 60 days of the Grantor’s notice, the Grantor may record a statement to that effect in the Cumberland County Registry of Deeds, whereupon title to the Premises shall automatically revert to the Grantor free of any lien or encumbrance of the Grantee, except such encumbrances of record existing as a result of Grantee’s compliance with Section 2 of that certain Agreement to Transfer Real Property dated __________, 2015 by and between Grantor and Grantee.

GRANTOR’S CONDITIONS

Notwithstanding the Grantee’s Conditions stated above, if the Grantor shall fail to maintain and operate a golf course within the Town, as indicated by the following conditions (collectively, the “Grantor’s Conditions”), the Grantee’s Conditions shall be removed.

1. The Grantor eliminates any ability of the general public to use its golf course.

2. The Grantor fails to open its golf course for any regular golfing season, except due to acts of God and reasons beyond its control.

3. The Grantor fails to designate a representative(s) to confer with the Grantee as required by the Grantee’s Conditions.
4. The Grantor files Articles of Dissolution with the Maine Secretary of State, or the Maine Secretary of State administratively dissolves the Grantor.

5. The Grantor shall file any petition in bankruptcy, or an involuntary bankruptcy petition shall be filed against the Grantor which the Grantor does not cause to be dismissed within 60 days.

If any of the foregoing Grantor’s Conditions shall occur, the Grantee shall deliver written notification of the failure of the Grantor’s Conditions, stating the grounds therefore, to the Grantor at the address stated above. The Grantee’s notice shall be effective when received or refused, if delivered in hand or if sent by U.S. mail, postage prepaid. The Grantee and Grantor shall meet and confer within 30 days of the Grantee’s notice, and shall use their reasonable efforts to negotiate a resolution. If the parties are unable to agree upon a resolution and the Grantor has not reasonably cured the defect stated in the Grantee’s notice, as well as any other failure of the Grantor’s Conditions, within 60 days of the Grantee’s notice, the Grantee may record a statement to that effect in the Cumberland County Registry of Deeds, whereupon the Grantor’s Conditions shall become void.

RESERVATION OF RIGHT OF FIRST REFUSAL

The Grantor hereby reserves to itself a right of first refusal, permitting it to acquire the Premises from the Grantee as follows:

1. **Right of First Refusal.** In the event that the Town receives an offer to purchase the Premises from any third party, which the Town desires to accept, or if the Town otherwise desires to convey its interest in the Premises to a third party, the Town shall first offer its interest in the Premises to the Golf Club by giving notice of same to the Golf Club in the manner provided above. If the Town receives a written offer or enters into a purchase and sale agreement with a third party, a copy of the offer or purchase and sale agreement shall be provided with the notice to the Golf Club as soon as reasonably possible.

2. **Exercise of Right of First Refusal.** In the event that the Golf Club elects to exercise its right of first refusal to purchase the Premises, the Golf Club shall give notice to the Town in the manner set forth below, within 30 days of the date of the Town’s notice, and the Town and the Golf Club shall close on the transfer of the Premises to the Golf Club within 90 days of the Town’s notice, unless the Town and the Golf Club shall agree otherwise.

3. **Sale Price.** If the Golf Club exercises its right of first refusal, the sale price for the Premises shall be equal to the lesser of: (a) the total costs and expenditures of the Town in planning and constructing the parking lot required by the
Grantee’s Conditions stated above; or (b) the purchase price set forth in the offer from or the purchase and sale agreement with the third party.

4. **Failure to Exercise Right of First Refusal.** If the Golf Club fails to timely exercise its right of first refusal after receiving notice in the manner prescribed herein, the Golf Club shall no longer have any right to purchase the Premises under the terms and conditions provided in the notice, and the Town may convey its interest free and clear of the Golf Club’s rights reserved hereunder, and the rights reserved herein shall no longer encumber the title to the Premises.

5. **Affidavit to Clear Title.** Any person acquiring title from the Town having no knowledge to the contrary may rely on an affidavit from the Town under oath taken before a notary public and recorded in the Cumberland County Registry of Deeds setting forth evidence of the Town’s compliance with the terms of this agreement, and may acquire the Premises free and clear of the rights of the Golf Club.

[SIGNATURE PAGE FOLLOWS]
Witness the hand and seal of GREAT CHEBEAGUE GOLF CLUB by its duly authorized representative this ___ day of ____________, 20__.

GREAT CHEBEAGUE GOLF CLUB

By: [Print Name]
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND
______________________, 20___

Personally appeared the above-named ____________________________, the President of Great Chebeague Golf Club, and acknowledged the above instrument to be his/her free act and deed in his/her said capacities, and the free act and deed of said Great Chebeague Golf Club.

Before me,

__________________________________________
Notary Public/Attorney-at-Law

__________________________________________
(Print Name)
SUPPLEMENT A TO EXHIBIT 1.1

[LEGAL DESCRIPTION OF LOT 64 TO BE DETERMINED BY SURVEYOR]
EXHIBIT 1.4

EXCLUSIVE OPTION TO PURCHASE REAL PROPERTY

This EXCLUSIVE OPTION TO PURCHASE REAL PROPERTY ("Option") is granted this 11th day of March 2015, by GREAT CHEBEAGUE GOLF CLUB, a Maine corporation with its mailing address at 16 Stone Wharf Road, Chebeague Island, Maine 04017 (the "Golf Club"), in favor of the TOWN OF CHEBEAGUE ISLAND, a Maine municipal corporation with a mailing address of 192 North Road, Chebeague Island, Maine 04017 (the "Town").

1. Grant of Option. Golf Club grants Town the exclusive and irrevocable right and option until 11:59 P.M. on June 30, 2015 ("Expiration Date") at which time this option shall expire, to acquire a lot in fee situated in the Town of Chebeague Island, which is generally identified as Lot 64 on the Town’s Tax Map 104, and more particularly described in Schedule A, attached hereto and made a part hereof (the "Premises") in consideration of the Town’s execution of an Agreement to Transfer Real Property of even or near date herewith (the "Agreement"), and for other good and valuable consideration. This Option is granted pursuant to Section 1.4 of the Agreement, and the terms of the conditions of the Agreement are incorporated herein by reference.

2. Exercise of Option. The Town shall give notice of the exercise of this Option by mailing notification to the Golf Club that the Town Conditions, as stated in Section 1.2 of the Agreement, have been satisfied. Notice shall be sent in the manner set forth in the Agreement. This Option shall be deemed valid and effectively exercised at time such notice is received or refused by Golf Club. Upon exercise of the Option in accordance with terms hereof, this Option shall constitute a contract for the purchase and sale of the Premises.

3. Restrictions. Until the earlier of (a) the Expiration Date, or (b) if the Option has been exercised, the Closing referred to in Paragraph 6 below, Golf Club agrees not to sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of the Premises or use or alter the Premises in a manner that would adversely affect Town’s use of the Premises as a parking lot, without the prior written consent of Town.

4. Due Diligence.

(a) After exercise of the Option, Town, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to enter upon and examine, investigate, survey, appraise and inspect the Premises, including without limitation the performance of a Phase I and/or Phase II environmental testing, and such other environmental testing as Town shall reasonably and in good faith deem necessary or
appropriate. Town’s due diligence shall include: (i) assessing environmental conditions, physical nature and condition of the Premises, and (ii) preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies necessary or advisable by Town and for Town’s proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering and environmental studies. All such activities shall be reasonably conducted and shall not unreasonably nor materially waste the land. In the event this Option is not exercised by the Town, the Town shall use its reasonable efforts to return the Premises to the condition it was in prior to such due diligence.

(b) After exercise of the Option, Golf Club will make available to Town, copies of Golf Club’s plans, surveys, inspections and/or maintenance records of the Premises, if any, and any environmental data they possess regarding the Premises, including without limitation any environmental studies or reports (“Golf Club’s Information”). If Town has not completed the purchase of the Premises by the Closing Date, Town shall return Golf Club’s Information and all copies thereof to Golf Club.

(c) After exercise of the Option, the Town shall engage a licensed professional surveyor at its sole cost and expense to prepare a survey of the Premises, including without limitation, a survey necessary for the purposes of establishing a boundary line between the Premises and the adjacent property thereto being retained by the Golf Club, as well as the property adjacent to the Premises and owned by the Abutters, as identified in the Agreement and suitable for use by the Golf Club in any subdivision application required in order for the Premises to be transferred to the Town, such survey to be for the benefit of both the Town and the Golf Club.

(d) Town may conduct an appraisal of the Premises at any time at its sole cost and expense.

5. Closing. (a) After exercise of the Option, Town and Golf Club shall complete the purchase and sale of the Premises on the Closing Date at a time and place convenient to the parties hereto. Except as otherwise provided herein or in the Agreement, the Town shall be responsible for all expenses and fees incurred in connection with the Closing, except for such expenses as Golf Club incurs for legal and consultant services (if any).

(b) At the Closing, Golf Club shall be required to deliver the following properly executed and acknowledged documents in a form and substance reasonably satisfactory to Town:

(i) Quitclaim Deed with Covenant. A “Quitclaim Deed with Covenant” in substantial conformance with the form attached as Exhibit 1.1.
(ii) **FIRPTA Affidavit and Other Tax Forms.** Golf Club's affidavit, under penalty of perjury, as to Golf Club's U.S. taxpayer identification number and that Golf Club is not a foreign person within the meaning of Section 1445 of the United States Internal Revenue Code. Golf Club shall also deliver such certificates regarding state residency as may be reasonably requested by Town.

(iii) **Title Documents.** Such documents as Town's title insurance company may reasonably require in order to remove title policy exceptions other than for Permitted Encumbrances, including for parties in possession and mechanics or materialmen's liens, and including but not limited to affidavits of Golf Club. Evidence reasonably satisfactory to Town of termination or discharge of all third-party agreements, mortgages, negative pledge agreements, licenses, leases, reservations, liens or encumbrances with respect to the Premises other than Permitted Encumbrances, unless otherwise agreed to by Town in writing.

(iv) **Environmental Indemnity.** Golf Club shall deliver to Town a mutually acceptable environmental indemnity agreement which shall indemnify and hold Town harmless against any claims or damages incurred by Town for and respect to any and all environmental conditions on the Premises during the period in which Golf Club owned or controlled the Premises including without limitation the presence of Hazardous Substances, as defined by law, environmental pollution or hazardous waste or other contamination on the Premises. Such indemnity shall survive the Closing.

(v) **Additional Documents.** Such other documents as the parties may agree are reasonably required to close the purchase and sale of the Premises under this Agreement.

(c) Outstanding property taxes with respect to the premises shall be pro-rated and between the parties at Closing. Town and Golf Club shall each pay one-half of any real estate transfer tax owing in respect of the transfer of the Premises.

6. **Representations and Warranties.**

(a) **Golf Club represents and warrants that it is the sole owner of the Premises and has the full right, power and authority to enter into this Agreement and to sell, convey and transfer the Premises in accordance with the terms of this Option Agreement.**

(b) **Golf Club represents and warrants that no other person has been granted an option to purchase the Premises or is entitled to occupancy of the Premises other than Golf Club.**
(c) Town represents and warrants that it has the full right, power and authority to enter into this Agreement and to purchase and take ownership of the Premises in accordance with the terms of this Option Agreement.

(d) Town represents and warrants that no real estate broker, salesman, finder or representative has shown the Premises to Town or initiated the sale of the Premises and Town will agree to indemnify, defend and hold Golf Club harmless from any claims or brokerage fees or commissions by any such person claiming to have dealt with Town.

7. Successors. This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

8. Miscellaneous.

(a) Amendments. This Option Agreement shall not be modified or amended except by an instrument in writing executed by Golf Club and Town.

(b) Counterparts. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument.

(c) Governing Law. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.

(d) Section Headings. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.

(e) Recording. Golf Club agrees to execute and acknowledge before a notary public, a Memorandum of Option in the form attached as Exhibit B, and deliver the same to Town for recording in the County in which the Premises are located.

(f) Entire Agreement. This Option and the Agreement constitute the entire understanding between Town and Golf Club and there are no agreements or understandings between the parties except as set forth therein.

(g) Extensions. Each party agrees to negotiate in good faith with the other party if such other party requests an extension of either the Expiration Date or the Closing Date under this Agreement provided that nothing herein shall limit the exercise by any party of any legal or contractual right accruing to it hereunder nor limit the right of such party to condition its agreement to such extension upon receipt of additional consideration.
(h) **Town’s Intended Use of Premises.** Golf Club acknowledges that Town’s intended use of the Premises is for use as a parking lot. Golf Club agrees to take no action during the term of this Option Agreement that could potentially interfere with, delay or make more costly any activities or transactions relating to Town’s permitting and construction of the forgoing facility.

9. **Effectiveness.** This Option Agreement is valid only when executed by both Golf Club and Town.

IN WITNESS WHEREOF, the said Great Chebeague Golf Club and Town of Chebeague Island have executed this Option effective on the date first written above.

[SIGNATURE PAGE Follows]
EXHIBIT B
MEMORANDUM OF OPTION

GRANTOR: GREAT CHEBEAGUE GOLF CLUB

HOLDER: TOWN OF CHEBEAGUE ISLAND

DESCRIPTION OF PROPERTY: SEE ATTACHED EXHIBIT A

Grantor will not sell or otherwise convey this Property without complying with the provisions of a certain EXCLUSIVE OPTION TO PURCHASE REAL PROPERTY of near or even date between the parties.

DATED: March_____, 2015

GREAT CHEBEAGUE GOLF CLUB TOWN OF CHEBEAGUE ISLAND

By:_________________________ BY:_________________________
Its President Its Chair, Board of Selectmen

STATE OF MAINE
CUMBERLAND County
March____, 2015

Personally appeared the above-named ______________________, the President of Great Chebeague Golf Club, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity.

Before me,

_________________________[Name]
Notary Public/Attorney at Law
EXHIBIT 1.6

EASEMENT DEED

The TOWN OF CHEBEAGUE ISLAND ("Grantor" or the "Town"), a municipal corporation with its mailing address of 192 North Road, Chebeague Island, Cumberland County, Maine 04017, grants to GREAT CHEBEAGUE GOLF CLUB, whose mailing address is 16 Stone Wharf Road, Chebeague Island, Cumberland County, Maine 04017 ("Grantee" or the "Golf Club"), the perpetual rights and easement for the limited purposes and uses and subject to the express terms and conditions set forth below (the "Easement"), across a limited portion of certain real property of Grantor as designated in the attached Exhibit A and as further illustrated in the attached Exhibit B ("Easement Area"), which is a portion of the Town’s real property located on the Stone Wharf in the Town of Chebeague Island, Maine, and more fully described in a deed recorded in the Cumberland County Registry of Deeds in Book ____, Page ____ (the "Burdened Premises"). This Easement is an easement in gross in favor of the Golf Club and is not an easement appurtenant to any real property currently owned by the Golf Club.

EASEMENT PURPOSE AND USES:

The Easement includes the perpetual and exclusive right of the Golf Club to access the Burdened Premises described in Exhibit A for the limited purpose of maintaining a golf tee. Within the Easement Area, Grantee may install, access, and maintain a concrete pad topped with artificial turf, not larger than 8 feet wide by 8 feet long, upon which the Grantee may place, access, and maintain a tee box serving the 7th hole of the Grantee’s golf course, as it exists as of the date of this conveyance. In the event the Grantor’s property requires maintenance, repair or reconstruction that requires movement of the tee box, the Grantor and the Grantee shall use their reasonable efforts to agree upon another location for the Easement to another location suitable on land of Grantor for continued play of the Golf Club’s 7th hole, and the tee box shall be relocated at the Golf Club’s expense. Grantee shall not allow any mechanic’s lien or other lien to be recorded against the Burdened Premises. The Grantee shall be solely responsible for all maintenance of the tee box.

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The Easement is expressly conditioned on the requirement that the Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims or liabilities arising out of or relating to the Grantee’s use of the Easement, including costs of enforcement and reasonable attorneys’ fees.

The Easement is also expressly conditioned on the requirement that the Grantee shall at all times maintain a policy of liability insurance endorsed to name the Grantor as an additional insured, with minimum combined policy limits of $2
million, which provides that the policy cannot be cancelled or reduced without 10
days’ notice to the Grantor. As a further condition of the Easement, except for
Grantor’s wrongful acts or gross negligence, the Grantee shall release the Grantor
from any liability or responsibility (to the Grantee or anyone claiming through or
under the Grantee by way of subrogation or otherwise) for any loss or damage to
any tangible property, or any resulting loss of income, or losses under any workers’
compensation laws and benefits, notwithstanding the fact that such loss or damage
shall have been caused by the fault or negligence of any golfing guest, invitee,
member. The Grantee shall include in the insurance policy a provision that such
release shall not adversely affect the policy or prejudice any right to recover.

It shall be an express condition of the Easement that the Grantee, its
successors or assigns, shall annually provide the Grantor with a certificate of
insurance showing the required coverage and a copy of the declaration page of the
policy and the additional insured endorsement.

TOWN’S RIGHT TO TERMINATE THE EASEMENT:

The Grantor or Grantor’s successor shall have the right to extinguish the
Easement at any time in which Grantee fails to comply with the express conditions
of the Easement. The Grantor or its successor may exercise its right to terminate this
Easement by recording a Notice of Termination of Easement in the Cumberland
County Registry of Deeds that references this Easement Deed and states the reasons
for termination.

Witness my hand this ___ day of___________, 201_.

TOWN OF CHEBEAGUE ISLAND

BY: ________________________________

_____________________________[
PRINT NAME]
ITS: CHAIR, BOARD OF SELECTMEN
STATE OF MAINE ________, 201
CUMBERLAND, SS

Now personally appeared before me the above-named ________________, Chair, Board of Selectmen for the Town of Chebeague Island, and acknowledged the foregoing to be his/her free act and deed and the free act and deed for the Town of Chebeague Island.

NOTARY PUBLIC/ATTORNEY AT LAW

PRINT NAME:
SUPPLEMENT A TO EXHIBIT 1.6

[INSERT LEGAL DESCRIPTION OF TOWN’S STONE WHARF PARCEL]
SUPPLEMENT B TO EXHIBIT 1.6

[INSERT DRAWING OF TEE BOX ON STONE WHARF]
EXHIBIT 2.3

MUNICIPAL QUITCLAIM DEED

THE TOWN OF CHEBEAGUE ISLAND, a municipal corporation with its mailing address of 192 North Road, Chebeague Island, Maine 04017, releases to SARAH ANN HOLMBOM and LISA ELIN LESLIE, individuals with a mailing address of 47 Wyoming Avenue, Portland, Maine 04103, the land located adjacent to Stone Wharf Road and more particularly described as follows:

[legal description of strip of land to be prepared by licensed surveyor]

IN WITNESS WHEREOF the Town of Chebeague Island has executed this municipal quitclaim deed by _________, its duly authorized _________, this day of

TOWN OF CHEBEAGUE ISLAND

_________________________________________
BY: [PRINT NAME]
ITS CHAIR, BOARD OF SELECTMEN

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On _____________, personally appeared the above-named, Chair, Board of Selectmen of the Town of Chebeague Island, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said Town of Chebeague Island.

Before me,

_________________________________________
Notary Public/Attorney-at-Law

_________________________________________
Printed Name