

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, February 1, 2022

TIME: ~~4:00 P.M.~~ **2:30 P.M.**

PLACE: Board of Selectmen's Meeting Room, 10 Iredale Street, Bridgton

Please join the meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/BridgtonMaine/bos>

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1. Call to Order
2. Pledge of Allegiance
3. Workshop Session with Bridgton Recreation Advancement Group (BRAG)
4. Adjourn

HAM COMPLEX WORK LIST

1. FILL CRACKS IN DUGOUTS
2. FIX FENCING AND POSTS, DOUBLE -T DID SOME ALREADY
3. SPRAY INFIELDS FOR WEEDS, SPORTSFIELD
4. GET UNDERGROUND ELECTRIC DONE
5. GET ALL UNDERGROUND PIPES, WIRES TO CONCESSION DONE
6. BACK FILL CONCESSION FOUNDATION
7. GET ELECTRIC IN GARAGE
8. HOOK UP NEW IRRIGATION PUMP
9. BUILD A BUILDING FOR WATER PUMP
10. FIX SOFTBALL FIELD SPORTSFIELD WILL DO WORK
11. Working with Mike Collins on plumbing plan for concession
12. Decide if can erect concession this fall or not, due to funds.
13. CUT BASEPATHS ON FIELD 2 AND 3 , FIX LIPS ON BASEPATHS
14. FINISH GARAGE TRIM AND ETC.
15. REMOVE OLD CONCESSION BUILDING FROM COMPLEX
16. INSTALL DRAINAGE PIPES ON FIELD 4 AND SOCEER AREAS
17. CORE IRRIATE GASS AREAS THIS FALL, LARRY TO DO
18. PUT DOWN FALL FERTALIZER LARRY TO DO.
19. TOP DRESS AREAS NEEDED, SPORTSFIELD TO DO.

Town of Bridgton
ANNUAL TOWN MEETING
Tuesday, June 13, 2006
and
Wednesday, June 14, 2006

State of Maine

County of Cumberland, ss

TO: John S. Anderson, a resident of the Town of Bridgton, in County of Cumberland, State of Maine.

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs to meet at the Town Hall located on North High Street in said Town on Tuesday, the 13th day of June, A.D. 2006 at 8:00 A.M. in the forenoon for the purpose of acting on Article 1 and Article 2 as set below. [The polls shall be open from 8:00 A.M. in the forenoon to 8:00 P.M. in the afternoon. The Registrar of Voters will hold office hours while the polls are open].

AND to notify and warn said voters to meet at the Town Hall on North High Street in said Town on Wednesday the 14th day of June, A.D. 2006 at 7:00 P.M. in the afternoon, then and there to act on Articles 3 through 47 as set below. [A person who is not registered as a voter may not vote at the Town Meeting or Town Election].

ARTICLE 1. To elect a Moderator to preside at said Meeting and vote by written ballot.

ARTICLE 2. To elect the following Town Officers by secret ballot as required by 30A M.R.S.A. 2528:

- 2 Selectman/Assessor/Overseer of the Poor for 3 year terms;
- 2 Planning Board Regular Member for 3 year terms;
- 2 Planning Board Alternate Member for 3 year terms;
- 2 SAD #61 School Board Directors for 3 year terms;
- 1 Water District Trustee for a 3 year term.

REFERENDUM ELECTION:

(*BY PETITION*): Shall the Town allocate \$32,000 from the Moose Pond Trust Fund which were set aside at Town Meeting 2005 and allocate the 4% from Moose Pond Trust Fund at Town Meeting 2006 to Bridgton Recreation Advancement Group (BRAG) for the development of Bridgton Sports Complex on BRAG Way?

BOARD OF SELECTMEN RECOMMENDATION: "NO"

Shall an Ordinance entitled "Shoreland Zoning Ordinance" be amended?

BOARD OF SELECTMEN RECOMMENDATION: NONE

Shall an Ordinance entitled "Moratorium on Large Scale Groundwater Extraction in the Town of Bridgton" be enacted?

BOARD OF SELECTMEN RECOMMENDATION: NONE

(*NON-BINDING*): Do you favor the Town's participation in a project to develop 40-acre public park in the downtown?

BOARD OF SELECTMEN RECOMMENDATION: "YES"

Town of Bridgton

ANNUAL TOWN MEETING

Tuesday; June 13, 2006 and Wednesday; June 14, 2006

ARTICLE 2. Under Article 2, the following votes were taken:
(Continued)

REFERENDUM ELECTION:

Shall the Town allocate \$32,000 from the Moose Pond Trust Fund which were set aside at Town Meeting 2005 and allocate the 4% from Moose Pond Trust Fund at Town Meeting 2006 to Bridgton Recreation Advancement Group (BRAG) for the development of Bridgton Sports Complex on BRAG Way?

Yes ~ 480;
No ~ 525 (failed);
Blanks ~ 19.

Shall an Ordinance entitled "Shoreland Zoning Ordinance" be amended?

Yes ~ 400;
No ~ 496 (failed);
Blanks ~ 128.

Shall an Ordinance entitled "Moratorium on Large Scale Groundwater Extraction in the Town of Bridgton" be enacted?

Yes ~ 593 (passed);
No ~ 354;
Blanks ~ 77.

Do you favor the Town's participation in a project to develop a 40-acre public park in the downtown?
(NON-BINDING)

Yes ~ 660 (passed);
No ~ 345;
Blanks ~ 19.

A total of 1024 votes were cast for the Municipal Election.

Bridgton currently has a total number of 4238 registered voters; 487 are on an inactive list.

Motion was made by John Anderson to adjourn the Town Meeting until June 14, 2006 at 7:00 P.M.; 2nd from Melissa Norton. All in favor.

Town of Bridgton
TOWN MEETING WARRANT
Tuesday; November 7, 2006

State of Maine

County of Cumberland, ss

TO: John S. Anderson, a resident of the Town of Bridgton, in County of Cumberland, State of Maine.

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs to meet at the Town Hall located on North High Street in said Town on Tuesday, the 7th day of November, A.D. 2006 at 8:00 A.M. in the forenoon for the purpose of acting on Article 1 and Article 2 as set below. [The polls shall be open from 8:00 A.M. in the forenoon to 8:00 P.M. in the afternoon. The Registrar of Voters will hold office hours while the polls are open].

ARTICLE 1. To elect a Moderator to preside at said Meeting and vote by written ballot.

ARTICLE 2. Referendum Election

Do you favor acceptance, ownership and maintenance of the Recreation Fields from Bridgton Recreation Advancement Group (BRAG) upon completion which will require future taxpayer approval of up to \$225,000 from the Moose Pond Trust Fund to complete Phase One (1) of possibly Three (3) Phases?

Estimated Annual Maintenance: \$25,000 to \$40,000

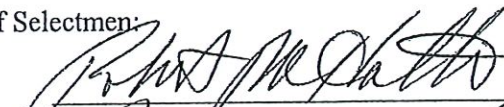



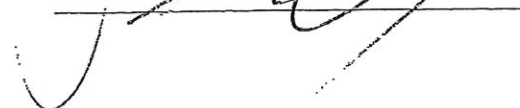
Estimated Sources of Revenue for Phase One (1):

Donated Materials and Services:	\$225,000
Foundation Funds:	\$ 13,000
Moose Pond Trust Fund:	\$225,000
Fundraising:	<u>\$450,000</u>
Total	<u>\$913,000</u>

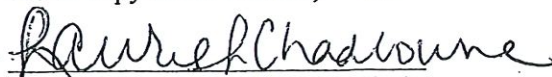
BOARD OF SELECTMEN RECOMMENDATION: YES

Given under our hands on this 24 day of October, 2006

Municipal Officers/Board of Selectmen:

	• Robert J. McHatton, Sr., Chairman
	• Robert C. Bell, Vice-Chairman
	• Arthur D. Triglione, Sr.
	• Joan M. Gardner
	• Robert F. Woodward

A true copy of the warrant,

Attest: 
Laurie L. Chadbourne, Town Clerk

**Town of Bridgton
Referendum Election
November 7, 2006**

Under the preceding warrant the following votes were taken:

ARTICLE 1. Elect a Moderator.

Janice A. Chadbourne was elected Moderator and sworn to the statute oath.

ARTICLE 2. Do you favor acceptance, ownership and maintenance of recreation fields from Bridgton Recreation Advancement Group upon completion....?

Blanks	36
Yes	1400
No	788

A total of 2224 votes were cast at this election.

Respectfully submitted,



Laurie L. Chadbourne
Town Clerk

ARTICLE 48. To see if the Town will vote to raise and appropriate the sum of \$153,969.00 for the cost of operating the Parks Department.

Approved 2006/2007	Board of Selectmen Recommends	\$153,969.00
\$128,821.00		

ARTICLE 49. To see if the Town will vote to raise and appropriate the sum of \$81,012.00 for the cost of operating the Recreation Department.

Approved 2006/2007	Board of Selectmen Recommends	\$81,012.00
\$86,886.00		

ARTICLE 50. To see if the Town will vote to raise and appropriate the sum of \$75,000.00 for the cost of operating the Bridgton Community Center.

Approved 2006/2007	Board of Selectmen Recommends	\$75,000.00
\$75,000.00		

ARTICLE 51. To see if the Town will vote to raise and appropriate the sum of \$15,000.00 for the Contingency Account.

Approved 2006/2007	Board of Selectmen Recommends	\$15,000.00
\$-0-		

ARTICLE 52. To see if the Town will vote to raise and appropriate the sum of \$220,109.00 for the cost of Capital Expenditures as detailed below.

		Approved 2006/2007	Proposed 2007/2008
Public Works Dept.	Plow Truck	\$80,000.00	\$115,000.00
	Used Truck	<u>\$15,000.00</u>	<u>-0-</u>
		\$95,000.00	\$115,000.00
Police Dept.:	Two Vehicle Lease	\$24,000.00	\$34,000.00
	Computer Purchase	\$13,752.00	-0-
	IMC Module	<u>-0-</u>	<u>\$ 5,000.00</u>
		\$37,752.00	\$ 39,000.00
Fire Dept.:	Turnout Gear	\$18,000.00	-0-
	Central Fire Station Generator	\$20,000.00	-0-
	Fire Ladder Truck	-0-	\$50,000.00
	Portable Pump	-0-	\$ 5,800.00
	Pagers	<u>-0-</u>	<u>\$ 5,309.00</u>
		\$38,000.00	\$61,104.00
Municipal Bldg:	HVAC Reserve	<u>-0-</u>	<u>\$5,000.00</u>
		-0-	\$5,000.00
	TOTAL	\$170,752.00	\$220,109.00
	Board of Selectmen Recommends		\$220,109.00

ARTICLE 53. To see if the Town will vote to appropriate \$43,992.00 from the Moose Pond Trust Fund to be placed into a Contingency Account as part of the \$225,000.00 commitment to Bridgton Recreation Advancement Group (BRAG).

Approved 2006/2007	Board of Selectmen Recommends	\$43,992.00
\$9,000.00		

ANNUAL TOWN MEETING

Tuesday; June 12, 2007 and Wednesday; June 13, 2007

ARTICLE 51. This Article was passed in the amount of \$15,000.⁰⁰.

Motion was made by Vice-Chairman Bell to accept Article 51 in the amount of \$15,000.⁰⁰;
2nd from Selectman Gardner.

Motion was made by Mr. McFarland to amend Article 51 to \$10,000.⁰⁰;
2nd from the floor.

Motion was made by Mr. Tarantino to move the question and close debate;
2nd from Mr. Cohen. All in favor to move the question and close debate.

The motion to amend Article 51 to \$10,000.⁰⁰ failed.

All in favor of the original motion to accept Article 51 in the amount of \$15,000.⁰⁰.

ARTICLE 52. This Article was passed in the amount of \$220,109.⁰⁰.

Motion was made by Selectman Gardner to accept Article 52 in the amount of \$220,109.⁰⁰;
2nd from Selectman Triglione. All in favor.

ARTICLE 53. This Article was passed in the amount of \$43,992.⁰⁰.

Motion was made by Chairman McHatton to accept Article 53 in the amount of \$43,992.⁰⁰;
2nd from Selectman Woodward. All in favor.

ARTICLE 54. This Article was passed in the amount of \$38,267.⁰⁰.

Motion was made by Selectman Woodward to accept Article 54 in the amount of \$38,267.⁰⁰;
2nd from Chairman McHatton. All in favor.

ARTICLE 55. This Article was passed in the amount of \$200,000.⁰⁰.

Motion was made by Chairman McHatton to accept Article 55 in the amount of \$200,000.⁰⁰;
2nd from Selectman Gardner.

Motion was made by Mr. Cash to consider Article 55 by secret ballot;
2nd from the floor. The motion to consider Article 55 by secret ballot failed.

All in favor of the original motion to accept Article 55 in the amount of \$200,000.⁰⁰.

ARTICLE 56. This Article was passed in the amount of \$139,000.⁰⁰.

Motion was made by Vice-Chairman Bell to accept Article 56 in the amount of \$139,000.⁰⁰;
2nd from Selectman Gardner. All in favor.

ARTICLE 57. This Article was passed in the amount of \$2,088,212.⁰⁰.

Motion was made by Selectman Gardner to accept Article 57 in the amount of \$2,088,212.⁰⁰;
2nd from Selectman Triglione. All in favor.

Town of Bridgton
SPECIAL TOWN MEETING WARRANT
Monday; February 12, 2007
and
Tuesday; February 13, 2007

State of Maine

County of Cumberland, ss

TO: John S. Anderson, a resident of the Town of Bridgton, in County of Cumberland, State of Maine.

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs to meet in the Downstairs Meeting Room of the Municipal Complex located at 3 Chase Street in said Town on Monday, the 12th day of February 2007 at 7:00 P.M. in the afternoon, then and there to act on Article 1 and Article 2 as set below.

AND to notify and warn the voters to meet at the Town Hall located on North High Street in said Town on Tuesday, the 13th day of February, A.D. 2007 at 8:00 A.M. in the forenoon for the purpose of acting on Articles 3 through 5 as set below. [The polls shall be open from 8:00 A.M. in the forenoon to 8:00 P.M. in the afternoon. The Registrar of Voters will hold office hours while the polls are open].

ARTICLE 1. To elect a Moderator to preside at said Meeting and vote by written ballot.

ARTICLE 2. To see if the Town will vote to designate a Tax Increment Financing District and adopt the Development Program for the District in the Town of Bridgton in accordance with Chapter 206 of Title 30-A Maine Revised Statutes Annotated along the Portland Road Corridor from Map 9 Lot 83 to Map 6 Lot 5C; on the westerly side, east of the Stevens Brook, and on the easterly side of the Portland Road from Map 27 Lot 23 to Map 6 Lot 6B, one parcel deep. Further, the Selectmen and the Town Manager are authorized to execute all of the necessary documents pursuant to the establishment and administration of the Tax Increment Financing District, including but not limited to the use of incremental valuation and tax receipts for the construction of public infrastructure and improvements in the District.

Board of Selectmen recommends a "YES" vote.

REFERENDUM ELECTION:

ARTICLE 3. To see if the Town will vote to authorize the use of the overlay in this current fiscal year in the amount of \$15,694 to pay for prior engineering expenses by the Bridgton Recreation Advancement Group ("BRAG").

Board of Selectmen recommends a "YES" vote.

ARTICLE 4. To see if the Town will vote to appropriate the annual allocation from the Moose Pond Land Trust Fund for FY 2008 to Bridgton Recreation Advancement Group ("BRAG") toward the cost of development of Recreation Fields located at BRAG Way, subject to the following:

- The Town's FY 2008 contribution to BRAG shall be calculated in accordance with the Town Ordinance limiting annual appropriations from the Moose Pond Land Trust Fund to 4% of that fund;
- The Town's FY 2008 contribution to BRAG shall be considered as the Town's first payment toward a multi-year goal for contributions to BRAG of up to \$225,000;
- Any Town contributions to BRAG after FY 2008 shall be subject to appropriation by the Bridgton Town Meeting; and
- The Town's contributions to BRAG shall be secured by a first mortgage to the Town on the Recreational Fields property.





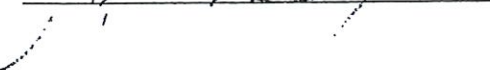
Board of Selectmen recommends a "Yes" vote.

ARTICLE 5. To see if the Town will vote to again formally approve a Community Development Block Grant application for the Down Town Revitalization Program in the amount of \$342,000 and to submit the same to the Department of Economic and Community Development and if said program is approved, to authorize the Municipal Officers to accept said grant funds, to make such assurances, assume such responsibilities, and exercise authority as are necessary and reasonable to implement such program(s).

Board of Selectmen recommends a "YES" vote.

Given under our hands on this 12th day of December, 2006

Municipal Officers/Board of Selectmen:

 • Robert J. McHatton, Sr., Chairman
 • Robert C. Bell, Vice-Chairman
 • Arthur D. Triglione, Sr.
 • Joan M. Gardner
 • Robert F. Woodward

A true copy of the warrant,

Attest: _____
Laurie L. Chadbourne, Town Clerk

Town of Bridgton

SPECIAL TOWN MEETING

Monday; February 12, 2007 and Tuesday; February 13, 2007

Tuesday, February 13, 2007; Referendum Election

Moderator Collins opened the polls for voting at 8:00 A.M.

ARTICLE 3. To see if the Town will vote to authorize the use of the overlay in this current fiscal year in the amount of \$15,694 to pay for prior engineering expenses by the Bridgton Recreation Advancement Group ("BRAG").

Board of Selectmen recommends a "YES" vote.

Yes ~ 86 (passed);

No ~ 50;

Blanks ~ 0.

ARTICLE 4. To see if the Town will vote to appropriate the annual allocation from the Moose Pond Land Trust Fund for FY 2008 to Bridgton Recreation Advancement Group ("BRAG") toward the cost of development of Recreation Fields located at BRAG Way, subject to the following:

- The Town's FY 2008 contribution to BRAG shall be calculated in accordance with the Town Ordinance limiting annual appropriations from the Moose Pond Land Trust Fund to 4% of that fund;
- The Town's FY 2008 contribution to BRAG shall be considered as the Town's first payment toward a multi-year goal for contributions to BRAG of up to \$225,000;
- Any Town contributions to BRAG after FY 2008 shall be subject to appropriation by the Bridgton Town Meeting; and
- The Town's contributions to BRAG shall be secured by a first mortgage to the Town on the Recreational Fields property.

Board of Selectmen recommends a "Yes" vote.

Yes ~ 75 (passed);

No ~ 60;

Blanks ~ 1.

ARTICLE 5. To see if the Town will vote to again formally approve a Community Development Block Grant application for the Down Town Revitalization Program in the amount of \$342,000 and to submit the same to the Department of Economic and Community Development and if said program is approved, to authorize the Municipal Officers to accept said grant funds, to make such assurances, assume such responsibilities, and exercise authority as are necessary and reasonable to implement such program(s).

Board of Selectmen recommends a "YES" vote.


Yes ~ 99 (passed);

No ~ 37;

Blanks ~ 0.

*A total of 136 votes were cast for the Municipal Election;
Bridgton currently has a total number of 3875 registered voters.*

Respectfully Submitted,


Laurie L. Chadbourne, Town Clerk

Town of Bridgton
TOWN MEETING WARRANT
Tuesday, February 5, 2008

State of Maine

County of Cumberland, ss

TO: John S. Anderson, a resident of the Town of Bridgton, in County of Cumberland, State of Maine.

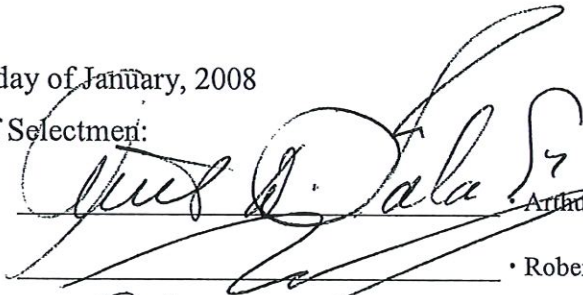
GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs, to meet in the Downstairs Meeting Room at the Municipal Complex located at 3 Chase Street in said Town on Tuesday, the 5th day of February, A.D. 2008 at seven o'clock in the afternoon for the purpose of acting on Article 1 and Article 2 as set below.

ARTICLE 1. To choose a moderator by written ballot to preside at said Meeting.

ARTICLE 2. To see if the Town will vote to relieve the Bridgton Recreation Advancement Group (BRAG) from its verbal commitment to complete \$450,000 of fundraising and from satisfying other verbal commitments, prior to the Board of Selectmen making any Town contributions to BRAG from annual allocations from the Moose Pond Land Trust Fund, provided, however, that the Town's contributions to BRAG from the Moose Pond Land Trust Fund shall be secured by a first mortgage to the Town on the Recreation Fields property located at BRAG Way, as provided in the Town's Referendum vote on February 13, 2007.

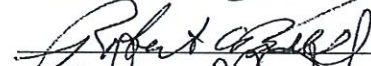
Given under our hands on this 22nd day of January, 2008

Municipal Officers/Board of Selectmen:



Arthur D. Triglione, Sr., Chairman

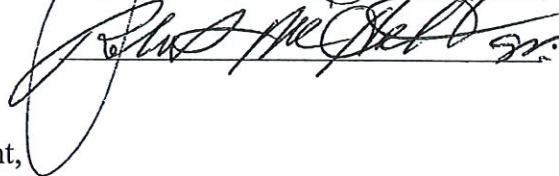
• Robert F. Woodward, Vice-Chairman



• Robert C. Bell



• Joan M. Gardner



• Robert J. McHatton, Sr.

A true copy of the warrant,

Attest:

Laurie L. Chadbourne, Town Clerk

RETURN ON THE WARRANT

Bridgton, Maine

January 25, 2008

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of the Town of Bridgton, qualified as herein expressed, to meet at said time and place, and for the purposes therein named, by posting an attested copy of said warrant at the Bridgton Town Office located at 3 Chase Street, being a public and conspicuous place in said town, on the 25th day of January 2008, being at least seven days before the meeting.

A handwritten signature in cursive script, reading "John S. Anderson".

John S. Anderson

Resident of the Town of Bridgton

Town of Bridgton
SPECIAL TOWN MEETING
February 5, 2008

Board Members Present:

Arthur D. Triglione, Sr., Chairman; Robert F. Woodward, Vice-Chairman; Robert J. McHatton, Sr.; Robert C. Bell; Joan M. Gardner

Administration Present:

Mitchell A. Berkowitz, Town Manager; Phil Gutekunst, Recreation Director; Laurie L. Chadbourne, Town Clerk

46 resident voters were in attendance

4 non residents were in attendance.

The Town Meeting was called to order at 7:00 P.M. by Laurie L. Chadbourne, Town Clerk.

Under the preceding warrant the following votes were taken:

ARTICLE 1. Donald S. Collins was elected Moderator and sworn to the Statute Oath.

There were no objections to Moderator Collins conducting the meeting in accordance with the Maine Moderators Manual (sixth edition 2005).

ARTICLE 2. This article was passed as written.

Motion was made by Selectman McHatton to accept Article 2 as written;
2nd from Chairman Triglione.

Moderator Collins allowed non resident Steve Hatch to speak on behalf of Bridgton Recreation Advancement Group (BRAG).

Motion was made by Richard Sens to postpone the vote on Article 2 until the Annual Town Meeting in June and vote by referendum ballot; 2nd from Selectman Bell. Discussion ensued.

Motion was made by Robert Macdonald to move the question and close debate; 2nd from the floor.

All in favor to move the question and close debate.

Motion to postpone Article 2 until the Annual Town Meeting was defeated.

All in favor to recognize non resident Town Manager Mitchell Berkowitz. Discussion ensued.

Motion was made by Paul Hoyt to move the question and close debate; 2nd from the floor.

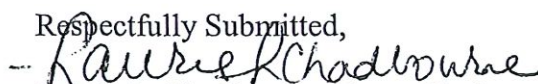
All in favor to move the question and close debate.

Moderator Collins requested a show of hands to vote for passage of Article 2.

Article 2 had passage as written.

Bridgton currently has a total number of 3,768 registered voters.

Respectfully Submitted,


Laurie L. Chadbourne, Town Clerk

**MORTGAGE, SECURITY AGREEMENT
ASSIGNMENT OF LEASES AND RENTS,
AND FINANCING STATEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT **BRIDGTON RECREATION ADVANCEMENT GROUP**, a Maine non-profit corporation having a mailing address at P.O. Box 62, Bridgton, Maine 04009 (hereinafter referred to as the "Grantor"), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto the **TOWN OF BRIDGTON, MAINE**, a Maine municipal corporation with a mailing address of 3 Chase Street, Suite 1, Bridgton, Maine 04009 (the "Grantee") (as hereinafter defined), its successors and assigns forever, to secure payment, performance and observance of all covenants, conditions, terms and agreements:

- (i) in a certain Agreement on Recreational Facilities (the "Agreement") by and between Grantor and Grantee dated as of the date hereof (together with any amendments or modifications thereto, the "Agreement"); and
- (ii) in this Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement, including, without limitation, any obligations arising under § 3.3 hereof (together with any amendments or modifications hereof, the "Mortgage"); and
- (iii) any and all other liabilities and obligations of Grantor to the Grantee, direct or indirect, absolute or contingent, due or to become due or that may hereafter arise (the Agreement, this Mortgage and such other liabilities and obligations referred to in clauses (i) through (iii) being hereinafter collectively referred to as the "Obligations" and each is an "Obligation");

the parcel(s) of land situated in Bridgton, Cumberland County, Maine, and more particularly described in Schedule A attached hereto, together with any buildings and improvements thereon, and all easements and rights appurtenant thereto, and all building materials, supplies and other tangible property intended for use in construction of buildings, together with all fixtures and other improvements on said land, whether now owned or hereafter owned by the Grantor, and whether now or hereafter affixed to, or located upon said land.

Also conveying and granting hereby as part of the realty and as property mortgaged hereunder, all of the following articles now and hereafter situated on the above described premises or used therewith: All fixtures, machinery, equipment, inventory, building supplies, plumbing, heating, lighting, refrigerating, ventilating and air conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, tanks, motors, sprinkler and fire extinguishing systems, door bell and alarm systems, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, built in cases, counters, trees, hardy shrubs and perennial flowers, and other equipment, machinery, furniture and furnishings, fixtures and articles of personal property now or hereafter owned by Grantor and now or hereafter affixed to, placed upon or used in connection with the operation of said

premises for business and commercial purposes generally, and all other purposes whether or not included in the foregoing enumeration, together with cash and non cash proceeds of all of the foregoing, all of which are covered by this Mortgage, whether or not such property is subject to prior conditional sales agreements, chattel mortgages or other liens. If the lien of this Mortgage on any fixtures or personal property be subject to a conditional sales agreement or chattel mortgage covering such property, then in the event of any default hereunder all the rights, title and interest of the Grantor in and to any and all deposits made thereon or therefor are hereby assigned to the Grantee, together with the benefit of any payments now or hereafter made thereon. There are also transferred, set over and assigned to the Grantee, its successors and assigns, all conditional sales agreements, leases and use agreements of machinery, equipment and other types or items of personal property of the Grantor in the categories above enumerated under which the Grantor is the lessee of, or entitled to use, such property, and the Grantor agrees to execute and deliver to the Grantee specific separate assignments thereof to the Grantee of such leases and agreements when requested by the Grantee; provided that nothing herein shall obligate the Grantee to perform any obligations of the Grantor under such leases or agreements, unless it so chooses, which obligations the Grantor hereby covenants and agrees well and punctually to perform.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, the Grantor hereby transfers, sets over and assigns to the Grantee, its successors and assigns forever, a security interest in:

(a) All existing and future leases, lease provisions, tenancies, occupancies, management contracts and use agreements affecting the use, enjoyment, or occupancy of all or any part of the Mortgaged Premises, all whether now existing or hereafter arising, and any extensions or renewals thereof, together with any guarantees thereof (collectively, the "Leases"). The term "lease provisions" shall mean the right to enforce, whether at law or in equity or by any other means, all terms, covenants and provisions of the Leases;

(b) All present and future rents, issues, profits, revenues, royalties, bonuses, rights, benefits, accounts receivable, general intangibles and contract rights, now existing or hereafter arising, from the Leases whether paid or accruing before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") with the right to receive the Rents and apply the same to said indebtedness, and Grantee may demand, sue for and recover such payments, but shall not be required to do so; provided that the Grantee shall have a license to receive and retain the Rents until the occurrence of an Event of Default (as defined below) whereupon said license shall terminate automatically without further action or notice by Grantee. Receipt of any such rents, awards, and any other moneys or evidences thereof, and any disposition of the same by the Grantee shall not constitute a waiver of the right of foreclosure by the Grantee in the event of default or failure of performance by the Grantor of any covenant or agreement contained herein or any note secured hereby. The assignment of rents is present and absolute. It shall not be deemed "inchoate," or otherwise conditioned upon or effective only after default, and Grantee may exercise any and all remedies in respect thereof with or without taking possession of the Mortgaged Premises (as defined below) or appointment of a receiver.

(c) All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any interest thereon or part thereof under the power of

eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, including any award for change of grade of streets (hereinafter, collectively "Awards").

(d) All accounts, claims, causes of action, judgments, awards of damages, payments, settlements, refunds or return premiums relating to any of the following: (i) any actual or proposed taking of said premises or any part thereof under the power of eminent domain; (ii) breach of any lease, contract, warranty, indemnity or guaranty agreement; and (iii) under any policies of insurance relating to the Premises (but not any proceeds attributable to property of Grantor on which Grantee has no lien), including any insurance respecting loss of rents or damage to the Premises; all right, title and interest of Grantor in and to all policies of insurance, licenses, franchises, permits, service contracts, maintenance contracts, property management agreements, equipment leases, tradenames, trademarks, servicemarks, logos, goodwill, accounts, tax abatements, investment property, chattel paper and general intangibles as defined in the Uniform Commercial Code as enacted in the State of Maine, which in any way now or hereafter belong, relate or appertain to the land, the improvements or the personal property or any part thereof now owned or hereafter acquired by Grantor, including, all condemnation payments, tax refunds, tax abatements, investment property, insurance proceeds and escrow funds and all other property of Grantor deposited with Grantee or held by Grantee (hereinafter referred to as "Intangible Property");

(e) All authorizations, approvals, permits, variances, land use entitlements, plans, drawings, specifications and contract rights relating to the Premises or the improvements thereon; all trade names, trademarks, patents pending and goodwill of Debtor that relate to the Premises; and all other property of Debtor relating to the Premises and constituting General Intangibles within the meaning of the Maine Commercial Code as now enacted or as it may be amended; and

(f) All funds of Grantor held in escrow by Grantee, including tax, repair and insurance reserve funds.

Receipt of Rents, Awards, and any other moneys or evidences thereof, pursuant to the provisions of the foregoing paragraphs and any disposition of the same by the Grantee shall not constitute a waiver of the right of foreclosure by the Grantee in the event of default or failure of performance by the Grantor of any covenant or agreement contained herein or any note secured hereby. The assignment of Rents contained herein is present and absolute. It shall not be deemed "inchoate," or otherwise conditioned upon or effective only after default, and Grantee may exercise any and all remedies in respect thereof with or without taking possession of the Mortgaged Premises (as defined below) or appointment of a receiver.

All of the aforementioned real and personal property are hereinafter collectively referred to as "the Mortgaged Premises," the real property comprising part of the Mortgaged Premises is hereinafter referred to as the "Premises"; and the personal property and Intangible Property comprising part of the Mortgaged Premises is hereinafter referred to as the "Personal Property."

TO HAVE AND TO HOLD the aforegranted and bargained Mortgaged Premises, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its and

their use and behoof forever; PROVIDED NEVERTHELESS, that if the Grantor satisfies all of its obligations, both monetary and non-monetary, under the Agreement, including paying to the Grantee the sum of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000) with interest thereon and other charges, if applicable, in accordance with all the terms and conditions of the Agreement, and shall repay when due and payable and otherwise perform all other Obligations, whether now existing or hereafter arising, including, without limitation, advances, if any, which may be made by the Grantee to, or for the benefit of, the Grantor in accordance with § 3.3 and other provisions hereof, as the Obligations, and any notes or evidences of such advances in accordance with § 3.3 may be renewed, extended and modified from time to time, and until such payment performs all the other obligations, covenants and agreements contained in the Obligations, then this conveyance shall be void, and otherwise shall remain in full force.

1. COVENANTS OF THE GRANTOR.

The Grantor hereby covenants and agrees:

§1.1. The Obligations. The Grantor shall fully and punctually pay, perform and observe all covenants, conditions, terms, and agreements of the Obligations.

§1.2. Incorporation By Reference. All the covenants, conditions and agreements contained in the Agreement are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein. Grantor shall observe and perform each and every term, covenant and provision to be observed or performed by Grantor pursuant to the Agreement and any other agreement or recorded instrument affecting or pertaining to the Mortgaged Premises and any amendments, modifications or changes thereto.

§1.3. Title; Taxes.

(a) The Grantor is lawfully seized of an indefeasible estate in fee simple, free and clear of all liens and encumbrances and has good right and power to convey the Mortgaged Premises to the Grantee to hold as aforesaid, and that the Grantor shall and will Warrant and Defend the same to the Grantee forever against the claims and demands of all persons, except as aforesaid.

(b) The Grantor shall pay not later than the last day before the same may be paid without penalty or interest (and will deliver to the Grantee by such time satisfactory evidence of such payment), all real estate and personal property taxes, charges, assessments, betterments, sewer use fees, water rates and all municipal and governmental charges of every name and nature which by law may constitute a lien on the Mortgaged Premises.

§1.4. Condition of the Mortgaged Premises.

(a) The Grantor shall neither commit nor suffer any waste of the Mortgaged Premises, nor without the prior written consent of the Grantee, any demolition, removal, material renovation, alteration of any of the Mortgaged Premises. The Grantor shall maintain and preserve the parking areas, common areas, passageways and drives, now or hereafter existing on

the Mortgaged Premises.

(b) The Grantor shall keep the Mortgaged Premises in good order and repair at all times; and, in connection therewith, the Grantor shall replace any Personal Property or fixtures which may become lost, destroyed or unsuitable for use with other property of similar character, and the Grantor shall have the right to dispose of, for its own account, any such Personal Property or fixture so replaced.

(c) The Grantor shall not commit or suffer any violation of law, regulation or ordinance or of any restrictions, covenants or agreements relating to the Mortgaged Premises or the use thereof; however, nothing herein shall require compliance with any law, regulation or ordinance, or of any restrictions, covenants or agreements which the Grantor is diligently and in good faith contesting by appropriate legal proceedings, provided the Grantee has, to Grantee's satisfaction, been appropriately protected by the Grantor from any loss. The Grantor warrants and represents that all such laws, regulations, ordinances, restrictions, covenants and agreements are presently being complied with in all respects.

§1.5. Security Agreement. In so far as any item of property included in the Mortgaged Premises which is or might be deemed to be Personal Property is concerned, this Mortgage is hereby made and declared to be a security agreement, granting a security interest in and to each and every item of such property (hereinafter collectively referred to as the "Collateral"), in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Maine. Grantor hereby authorizes Grantee to file a financing statement or statements reciting this Mortgage to be a security agreement, covering all of the Collateral. The remedies for any violation of the covenants, terms and conditions of the security agreement herein contained shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Grantee's sole election. Grantor and Grantee agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing this declaration and hereby stated intention of Grantor and Grantee that everything used in connection with the production of income from the Mortgaged Premises and/or adapted for use therein and/or which is described or reflected in this Mortgage, is, and at all times and for all purposes in and in all proceedings both legal or equitable shall be regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the land or the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to the proceeds of any hazard insurance policy, or any award in eminent domain proceedings of a taking or for loss of value or Grantor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Premises, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of the Grantee as determined by this instrument or impugning the priority of Grantee's lien granted hereby or by other recorded document, but such mention in such financing statement(s) is declared to be for the protection of Grantee in the event any court shall at any time hold, with respect to any such matter, that notice of Grantee's priority of interest, to be effective against a particular class of personal, must be filed in the records of the Uniform Commercial Code kept

with the Secretary of State's Office of the State of Maine. Grantor agrees to provide Grantee with its (i) organizational structure and residence or principal place of business, (ii) Grantor (that is, "Debtor") has been using or operating under said name, identity or organizational structure without change for six (6) years, and (iii) the location of all collateral constituting fixtures is upon the Premises. Grantor covenants and agrees that Grantor will furnish Grantee with notice of any change in name, identity, organizational structure, residence or principal place of business within thirty (30) days of the effective date of any such change. The information contained in this Section 1.14 is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Maine, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party", the identity or organizational structure and residence or principal place of business of "Debtor", and the time period for which "Debtor" has been using or operating under said name and identity or organizational structure without change are as set forth hereunder, the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor", are as set forth herein; and a statement indicating the types, or describing the items, of collateral is set forth in this Mortgage.

§1.6. Leases and Revenues. Grantor hereby absolutely and unconditionally assigns to Grantee all of Grantor's right, title and interest in and to all current and future Leases and Rents; it being intended by Grantor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Assignment of Leases and Section 2.2.2 of this Mortgage, Grantee grants to Grantor a revocable license to collect, receive, use and enjoy the Rents. Grantor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Obligations, for use in the payment of such sums.

2. EVENTS OF DEFAULT: RIGHTS AND REMEDIES.

§2.1. Events of Default. The occurrence of any one or more "Events of Default" (as defined in the Agreement) shall constitute a default under this Mortgage.

§2.2. Rights and Remedies of Grantee. Upon any Event of Default as aforesaid, not cured within the applicable grace or cure period, if any, the Grantee, at its option, may exercise any one or more of the following rights:

§2.2.1. Acceleration of Obligations. Declare any and all of the Obligations to be forthwith due and payable, whereupon any and all such Obligations shall forthwith become due and payable without presentment, demand, notice or protest.

§2.2.2. Possession of Premises and/or Collection of Rents. Upon the occurrence of an Event of Default, the Grantee is authorized at any time, without notice to enter into or upon the Mortgaged Premises, either personally or by its agents, nominees or attorneys and dispossess Grantor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Grantor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Grantor agrees to surrender possession of the Mortgaged Premises and of such books, records and accounts to Grantee upon demand, and thereupon Grantee may (a) use, operate, manage, control, insure, maintain, repair, restore and

otherwise deal with all and every part of the Mortgaged Premises and conduct the business thereat; (b) complete any construction on the Mortgaged Premises in such manner and form as Grantee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Premises; (iv) exercise all rights and powers of Grantor with respect to the Mortgaged Premises, whether in the name of Grantor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Mortgaged Premises and every part thereof; (v) require Grantor to pay monthly in advance to Grantee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Premises as may be occupied by Grantor; (vi) require Grantor to vacate and surrender possession of the Mortgaged Premises to Grantee or to such receiver and, in default thereof, Grantor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Mortgaged Premises to the payment of the Obligations, in such order, priority and proportions as Grantee shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, other charges, insurance and other expenses in connection with the Mortgaged Premises, as well as just and reasonable compensation for the services of Grantee, its counsel, agents and employees.

§2.2.3. Uniform Commercial Code. This Mortgage is to be and shall constitute a security agreement as to the Personal Property, and Grantor hereby grants to Grantee as secured party a lien on and security interest in the Personal Property and as to such collateral the Grantee (i) may proceed as, and shall have all rights and remedies of, a secured party under the Maine Uniform Commercial Code with respect to the Personal Property or (ii) may proceed as to both the Premises and the Personal Property in accordance with the Grantee's rights and remedies in respect of the Mortgaged Premises. This Mortgage is intended to be effective as a financing statement filed as a fixture filing under the Maine Uniform Commercial Code. The Grantor is the record owner of the Mortgaged Premises. The Grantor hereby irrevocably authorizes Grantee to file initial financing statements and amendments thereto in any jurisdiction required to perfect or continue the perfection of Grantee's security interest in the Personal Property. If the Grantee shall proceed under (i) in the foregoing sentence, the Grantor agrees that:

(a) Notice. Whenever notification with respect to the sale or other disposition of any collateral is required by law, such notification of the time and place of public sale or the date after which a private sale or other intended disposition is to be made, shall be deemed reasonable if given in writing at least ten (10) days before the time of such public sale, or the date after which any such private sale or other intended disposition is to be made, as the case may be.

(b) Delivery of Collateral. The Grantee may require the Grantor to assemble collateral and make it available to the Grantee at place to be designated by the Grantee.

(c) Expenses. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Grantee's reasonable attorneys' fees and legal expenses.

§2.2.4. Certain Rights and Remedies.

(a) Power of Sale and other Remedies. Upon the occurrence of any Event of Default, and whether or not Grantee shall have accelerated the maturity of the Obligations, Grantee, at its option, may take the following actions or any one or more of them from time to time, in addition to and not in lieu of or substitution for rights or remedies otherwise available to it hereunder or under applicable law:

- (i) Declare any one or more of the Obligations immediately due and payable;
- (ii) Cease advancing money or extending credit to or for the benefit of the Grantor under any agreement, whether or not secured hereby;
- (iii) Foreclose this Mortgage, under any legal method of foreclosure in existence at the time or now existing, or under any other applicable law, including, without limitation, the Statutory Power of Sale, which is incorporate herein by reference, and if the Mortgaged Premises consists of multiple parcels or units, to foreclose against the entire Mortgaged Premises or such portions thereof in such order and at such times Grantee may determine all in its discretion, and the deferral or delay in foreclosure against any portion of the Mortgaged Premises shall not impair the right of Grantee to subsequently foreclose;
- (iv) Take possession of all or any part of the Collateral, and for such purpose Grantee may, so far as Grantor can give authority, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same;
- (v) Either with or without taking possession of the Collateral, sell, lease or otherwise dispose of the Collateral in its then condition or following such preparation at Grantee deems advisable;
- (vi) Either with or without entering upon or taking possession of the Mortgaged Premises, and without assuming and obligations of Grantor thereunder, exercise the rights of Grantor under, use or benefit from, any Intangible Property;
- (vii) proceed by a suit or suits in law or in equity or by other appropriate proceeding against Grantor or any other party liable to enforce payment of the Obligations or the performance of any term, covenant, condition or agreement of this Mortgage or the Agreement or any of the other Loan Documents, or any other right, and to pursue any other remedy available to it, all as Grantee shall determine most effectual for such purposes;
- (viii) Institute and maintain such suits and proceedings as Grantee may deem expedient to prevent any impairment of the Mortgaged

Premises by any acts which may be unlawful or in violation of this Mortgage, to preserve or protect its interest in the Mortgaged Premises and the revenues. Grantor recognizes that in the event Grantor defaults, no remedy of law will provide adequate relief to Grantee, and therefore Grantor agrees that Grantee shall be entitled to temporary and permanent injunctive relief to cure any such Default without the necessity of proving actual damages;

- (ix) Apply all or any portion of the Mortgaged Premises, or the proceeds thereof, towards (but not necessarily in complete satisfaction of) the Obligations without being deemed to have waived any Event of Default;
- (x) In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor or the creditors or property of Grantor, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount of the Obligations at the date of the institution of such proceedings and for any additional portion of the Obligations accruing after such date;
- (xi) Exercise of any other right or remedy of a mortgagee or secured party under the laws of the State of Maine; and
- (xii) Set-off against any and all deposits, accounts, certificate of deposit balances, claims or other sums at any time credited by or due from Grantee to Grantor and against all other property of Grantor in the possession of Grantee or under its control.

(b) Sale or Other Disposition of Mortgaged Premises. Any sale or other disposition of the Collateral may be at public or private sale, to the extent such private sale is authorized under the provisions of the Uniform Commercial Code as enacted in the State of Maine, upon such terms and in such manner as Grantee deems advisable. Grantee may conduct any such sale or other disposition of the Mortgaged Premises upon the land, in which event Grantee shall not be liable for any rent or charge for such use of the land, to the extent Grantor is legally able to grant such rights. Grantee may purchase the Mortgaged Premises, or any portion of it, at any sale held under this Section. With respect to any Collateral to be sold pursuant to the Uniform Commercial Code, Grantee shall give Grantor at least ten (10) days written notice of the date, time, and place of any proposed public sale, or such additional notice as may be required under the laws of the State of Maine, and of the date after which any private sale or other disposition may be made. Grantee may sell any of the Collateral as part of the real property comprising the Mortgaged Premises, or any portion or unit thereof, at the foreclosure sale or sales conducted pursuant thereto. If the provisions of the Uniform Commercial Code are applicable to any part of the Collateral which is to be sold in combination with or as part of the

real property comprising the Mortgaged Premises, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice required under such provisions shall be fully satisfied by the notice given in execution of any method of foreclosure, including without limitation, the STATUTORY POWER OF SALE with respect to the real property or any part thereof Grantor waives any right to require the marshalling of any of its assets in connection with any disposition conducted pursuant thereto. In the event all of part of the Mortgaged Premises is included at any foreclosure sale conducted pursuant thereto, a single total price for the Mortgaged Premises, or such part thereof as is sold, may be accepted by Grantee with no obligation to distinguish between the application of such proceeds amongst the property comprising the Mortgaged Premises. The obligations of Grantor to pay such amounts shall be included in the Obligations of Grantor to Grantee and shall accrue interest at the rate of interest set forth in the Agreement. Grantor agrees that all rights and remedies of Grantee as to the Personal Property and as to the Mortgaged Premises, and all rights and interests appurtenant thereto, shall be cumulative and may be exercised together or separately without waiver by Grantee or any other of its rights or remedies. Grantor further agrees that any sale or other disposition by Grantee of any of the Personal Property and any rights and interests therein or appurtenant thereto, or any part thereof, may be conducted either separately from or together with any foreclosure, sale or other disposition of the Mortgaged Premises, or any rights or interests therein or appurtenant thereto, or any part thereof, all as the Grantee may in its sole discretion elect.

(c) Partial Sales. Grantor agrees that in case Grantee, in the exercise of the power of sale contained herein or in the exercise of any other rights hereunder given, elects to sell in parts or parcels, said sales may be held from time to time and that the power shall not be exhausted until all of the Mortgaged Premises not previously sold shall have been sold, notwithstanding that the proceeds of such sales exceed, or may exceed, the Obligations.

(d) Assembly of Collateral. Upon the occurrence of any Event of Default, Grantee may require Grantor to assemble the Collateral and make it available to Grantee, at Grantor's sole risk and expense, at a place or places to be designated by Grantee which are reasonably convenient to both Grantee and Grantor.

§2.2.5. Power of Sale. To the extent now or in the future permitted by law, the Grantee, its successors and assigns, shall have The Statutory Power of Sale in addition to all other rights and remedies. The Grantor warrants that this Mortgage is given primarily for a business, commercial or agricultural purpose. A sale conducted pursuant to The Statutory Power of Sale may occur at or near the Mortgaged Premises or in the Grantee's sole discretion at any then existing office or branch office of the Grantee located in the same county as the Mortgaged Premises.

§2.2.6. General and Other Agreements.

(a) Whether or not the Grantee exercises any right given it pursuant to this Section 2.2, upon any Event of Default and at any time thereafter the Grantee shall have as to the Mortgaged Premises, all other rights and remedies provided for herein. In addition thereto and not in lieu thereof, Grantee shall have all other rights or remedies now or in the future provided at law or in equity or given to the Grantee pursuant to the Obligations, any guaranty, or any other

instrument or agreement heretofore, now, or hereafter given as security for the Grantor's obligations hereunder.

(b) The Grantee, its successors and assigns, for breach of any term, condition, covenant or agreement contained or referred to herein, shall have the right of foreclosure and any and all other rights and remedies of a mortgagee and secured party to the fullest extent now or in the future provided by the laws of Maine, this Mortgage, any instrument it secures and the Obligations.

(c) The rights and remedies provided under this Mortgage, the Obligations, any guaranty, or any other instrument now or hereafter given or available as security for the Grantor's obligations hereunder, or otherwise afforded by law, shall be cumulative and may be exercised by the Grantee in such order as the Grantee may determine, without reference to the adequacy of such right or remedy or any guaranty or collateral security, and shall be available to the Grantee until all of the Obligations have been paid in full.

(d) At any foreclosure sale, judicial or non-judicial, any combination or all of the Mortgaged Premises may be offered for sale at one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Grantor hereby waiving the application of any doctrine of marshaling; and in case the Grantee in the exercise of the power of sale herein given elects to sell in parts or parcels, said sales may be held from time to time, and the power of the sale shall not be fully executed until all the Mortgaged Premises not previously sold shall have been sold.

(e) In case proceedings to foreclose have been begun and thereafter the Grantor is permitted to reinstate the Obligations, the Grantee shall be entitled to collect all costs, charges and expenses, including reasonable attorneys' fees, up to the time of payment; further, the amount payable by the Grantor or by any other party so entitled, in the exercise of the right of redemption, if any, from this Mortgage shall include all taxes and insurance premiums paid and other sums advanced by the Grantee on behalf of the Grantor hereunder and all other sums payable by the Grantor to the Grantee hereunder or under the Obligations together with interest as elsewhere in this Mortgage or in the Obligations provided.

3. OTHER.

§3.1. Successors and Assigns. The terms and provisions of this Mortgage shall (except as otherwise provided herein) be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, personal representatives, devisees, successors, and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The word "Grantor" as used in this Mortgage includes any successor in ownership of the Mortgaged Premises or any portion thereof or interest therein.

§3.2. Future Advances, etc. This Mortgage is an open-end mortgage which secures existing indebtedness, "future advances", "protective advances" and "contingent obligations" as such terms are defined in 33 M.R.S.A. § 505, as the same may be amended. The maximum

aggregate amount of all debts or obligations secured by this Mortgage, including future advances referred to above but excluding protective advances, shall not at any time exceed the total amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) (the "Maximum Debt Limit"). To the extent any obligations of Grantor contained in this Mortgage are contingent obligations as defined in 13 M.R.S.A. § 505 then such contingent obligations are secured by this Mortgage with record priority as set forth in 33 M.R.S.A. § 505 in an amount not to exceed that amount within the Maximum Debt Limit which is in excess of the total amount of such principal indebtedness and future advances secured hereby from time to time. Such limitations as to such contingent obligations shall only pertain to the record priority of the amount thereof secured hereby pursuant to 13 M.R.S.A. § 505 and does not otherwise limit the amount of total contingent obligations of Grantor secured hereby or limit the liability of Grantor to Grantee for such total contingent obligations. The future advances secured hereby shall be made to or for the account of the Grantor and may be made under the Agreement or any of the other Loan Documents, as the same may be amended, or may be made pursuant to promissory notes, line of credit agreements or other instruments evidencing such future advances which may be hereafter executed and delivered by Grantor to Grantee. In the event that any notice described in subsections 5(A) or (B) of 33 M.R.S.A. § 505 (or any similar successor provision) is recorded or is received by Grantee, any commitment, agreement or obligation to make further advances to or for the benefit of Grantor shall immediately cease and, at Grantee's option, any such notice if not otherwise permitted under the Agreement shall constitute an Event of Default hereunder.

§3.3. No Waiver. No failure to exercise, and no delay on the part of the Grantee in exercising, any right, power or privilege under this Mortgage, any instrument evidencing any of the Obligations, or any other instrument given or available as security for any of the Obligations shall operate as a waiver thereof, or justify or authorize the nonobservance on any occasion of any Obligation, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

§3.4. Severability. If any term, covenant, condition, or provision of this Mortgage or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which this Mortgage is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Mortgage shall be valid and be enforced to the fullest extent permitted by law.

§3.5. Descriptive Headings. The descriptive headings of the several sections, subsections and other parts of this Mortgage have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

§3.6. Governing Law. This Mortgage shall be governed by and construed in accordance with the law of the State of Maine.

§3.7. No Conflict with Agreement. In the event of an express conflict between the terms of the Agreement and the terms hereof, the terms of the Agreement shall control.

§3.8. Effect of Release or Modification. Without affecting the liability of the Grantor or any other person (except the person expressly released in writing) for payment or performance

of any Obligation, and without affecting the rights of the Grantee with respect to any security not expressly released in writing, the Grantee may at any time and from time to time and without notice or consent:

- (a) Release any person liable for payment or performance of any Obligation or any part thereof.
- (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Obligations, or waiving any Obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- (c) Exercise or refrain from exercising or waive any right Grantee may have.
- (d) Accept additional security of any kind.
- (e) Release or otherwise deal with any property, real or personal, securing the Obligations, including all or any part of the Mortgaged Premises.

§3.9. Intervening Lienor. Any agreement hereafter made by the Grantor and the Grantee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

§3.10. Fixtures Filing. This Mortgage shall be effective as a financing statement filed or recorded as fixtures filing.

§3.11. WAIVER OF RIGHT TO JURY TRIAL. IT IS MUTUALLY AGREED BY AND BETWEEN GRANTOR AND GRANTEE THAT BOTH PARTIES HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OBJECTION TO CLAIM IN A BANKRUPTCY CASE, OR OTHER LITIGATION OR CLAIM OF ANY TYPE BROUGHT BY EITHER GRANTOR OR GRANTEE AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE OR THE OBLIGATIONS. WITHOUT IN ANY WAY LIMITING THE SCOPE OR EFFECT OF THIS WAIVER, BOTH PARTIES SPECIFICALLY AGREE THAT THIS WAIVER SHALL BE EFFECTIVE IN ANY ACTION ARISING OUT OF OR IN ANY WAY RELATED TO: (i) ANY ALLEGED MODIFICATION OR AMENDMENT OF THE TERMS OF THE MORTGAGE OR OBLIGATIONS OR ANY LOAN EVIDENCED THEREBY WHETHER IN WRITING, ORAL, OR BY ALLEGED CONDUCT, (ii) ANY ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS MORTGAGE, INCLUDING WITHOUT LIMITATION FORECLOSURE, AND (iii) ANY CHALLENGE, WHETHER BY CLAIM, COUNTERCLAIM, DEFENSE OR OTHERWISE, TO THE EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE MORTGAGE OR THE OBLIGATIONS OR ANY LOANS EVIDENCED THEREBY OR ANY TERM OR PROVISION THEREOF.

§3.12. Entire Agreement.

- (a) This Mortgage and the other loan documents required by Grantee to be

delivered by Grantor are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated therein. No course of prior dealings between the parties or their officers, employees, agents, partners or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Mortgage. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Mortgage. No representations, understanding or agreements have been made or relied upon in the making of this Mortgage other than those specifically set forth herein or in the other loan documents. This Mortgage can be modified only by a writing signed by the party against whom the modification is enforceable.

(b) Grantor agrees that this paragraph constitutes notice that 10 M.R.S.A. § 1146 provides that a borrower may not maintain an action upon any agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of a debt for more than TWO HUNDRED FIFTY THOUSAND DOLLARS unless the promise, contract or agreement is in writing and is signed by a person lawfully authorized to sign for the party to be charged with the promise, contract or agreement and Grantor acknowledges that said law is fully applicable in this case and in respect to the Obligations.

§3.13. CONSENT TO JURISDICTION AND SERVICE. GRANTOR AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE STATE OF MAINE OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT. GRANTOR HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT.

This Mortgage secures the Obligations, including the covenants and obligations set forth in the Agreement, all of which are supported by actual consideration, given in good faith by the Grantee to the Grantor.

[The balance of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, Bridgton Recreation Advancement Group has executed this Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement this 15 day of June, 2010.

WITNESS:


Bridgton Recreation Advancement Group

By: William R. Macdonald

Its: President

STATE OF MAINE
COUNTY OF Cumberland, SS.

June 15, 2010

PERSONALLY APPEARED the above named William R. Macdonald
President of Bridgton Recreation Advancement Group, and acknowledged the foregoing instrument to be his/~~her~~ free act and deed in his/her said capacity and the free act and deed of Bridgton Recreation Advancement Group.

Before me,


Notary Public/~~Attorney at Law~~

Print Name

LAURIE L. CHADBOURNE
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES NOVEMBER 14, 2012

SEAL

SCHEDULE A

PARCEL 1

A certain lot or parcel of land situated in the Town of Bridgton, County of Cumberland and State of Maine, conveyed by Edwin R. Rolfe, Jr. to Bridgton Recreation Advancement Group by deed dated June 23, 2000 recorded in the Cumberland County Registry of Deeds in Book 16801 page 343. Said parcel of land is further located on the southerly side of Pinhook Road leading from Route 302 to Sandy Creek. Said parcel of land is further described as follows:

Commencing on a point on the southerly side of said Pinhook Road, aforesaid, at the northwesterly most corner thereon of land formerly of R. Rolfe Corp. and more recently gifted by Edwin R. Rolfe, Jr. to his daughter Renata Rolfe;

Thence South 1 degree 59 minutes West and along said Renata Rolfe property a distance of six hundred fifty-five and three tenths (655.3) feet, more or less, to the northeasterly corner of land now or formerly owned by Raymond J. and Sena F. Hansen;

Thence South 73 degrees 07 minutes West by said Hansen land, two hundred thirty-four and eight tenths (234.8) feet, more or less, to an angle in Hansen land;

Thence South 51 degrees 30 minutes West by said Hansen land, two hundred ninety (290) feet, more or less, to the northwesterly of said Hansen land;

Thence South 71 degrees 58 minutes West and along land formerly of R. Rolfe Corp., and more recently of Edwin R. Rolfe, Jr., a distance of two hundred four and nine tenths (204.9) feet, more or less, to a point;

Thence North 19 degrees 07 minutes West and by said Edwin R. Rolfe, Jr. land, a distance of nine hundred eighty-five (985) feet, more or less, to a point;

Thence North 42 degrees 47 minutes East by said Edwin R. Rolfe, Jr. land a distance of one hundred forty-nine and seven tenths (149.7) feet, more or less, to the southerly side of said Pinhook Road;

Thence South 85 degrees 57 minutes East by said Pinhook Road, four hundred forty-five and eight tenths (445.8) feet, more or less, to a point;

Thence North 85 degrees 57 minutes East by said road, four hundred twenty-one and nine tenths (421.9) feet, more or less, to the point of beginning.

Said parcel of land contains 15.4 acres, more or less.

Also conveying hereby, a right-of-way, for all purposes of ingress, egress, and the extension of utilities, over and across the Pinhook Road, so-known, as the same extends from the premises herein conveyed to Rout 302, aforesaid.

Also hereby conveying all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

Reference is made to a Warranty Deed of R. Rolfe Corp. to the said Edwin R. Rolfe, Jr. under date of June 22, 2000, and which said deed is to be recorded in the Cumberland County Registry of Deeds.

Parcel 2

A certain lot or parcel of land conveyed by the Inhabitants of the Town of Bridgton to Bridgton Recreation Advancement Group by deed dated June 27, 2006 recorded in the Cumberland County Registry of Deeds in Book 24134, page 330 and described as follows:

Land located on Home Run Road and is shown on the tax maps of the Municipality of Bridgton as Map 5 Lot 82B. Said map being on file in the Assessor's Office of the Town of Bridgton. Said lot was deeded to the Town of Bridgton by Edwin R. Rolfe, Jr. and recorded at the Cumberland County Registry of Deeds on November 18, 2003 in Book 20569, Pages 31-32.

Parcel 3

A certain lot or parcel of land conveyed by Edwin R. Rolfe, Jr. to Bridgton Recreation Advancement Group by deed dated February 3, 2009 and recorded in the Cumberland County Registry of Deeds in Book 26709, Page 308, being more particularly described as follows:

A certain lot or parcel of land situated in the Town of Bridgton, County of Cumberland and State of Maine, being southerly of the Pinhook Road, so-known, the parcel herein conveyed being more particularly bounded and described as follows:

Beginning at a point set at or near the assumed southerly sideline of the Pinhook Road, aforesaid, which said point marks the northwesterly most corner thereon of other land of Bridgton Recreation Advancement Group;

Thence South 42 degrees 47 minutes West and by Bridgton Recreation Advancement Group property a distance of 149.7 feet, more or less, to a point;

Thence South 19 degrees 07 minutes East and by said Bridgton Recreation Advancement Group property a distance of 985 feet, more or less, to a point;

Thence South 71 degrees 58 minutes West and along other land of the Grantor to an iron pipe set at or near the easterly sideline of a private right-of-way;

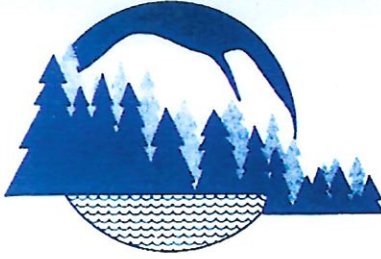
Thence northerly along said sideline of said right-of-way to the intersection of the easterly sideline of said right-of-way with the southerly sideline of the Pinhook Road to the point of beginning.

Also conveying hereby, a right-of-way for all purposes of ingress, egress, and the extension of utilities, over and across the Pinhook Road, aforesaid, as the same extends from the premises herein conveyed to Route 302.

The right-of-way south of Pinhook Road described I said deed dated February 3, 2009 which was conveyed by BRAG to Odessa Corporation by deed dated May 26, 2010 recorded in the Cumberland County Registry of Deeds in Book 27807, Page 266 is expressly excluded from this description.

Received
Recorded Register of Deeds
Jul 07, 2010 12:24:38P
Cumberland County
Pamela E. Lovley

TOWN OF BRIDGTON



3 CHASE STREET, SUITE #1
BRIDGTON, MAINE 04009

Phone- 207-647-8786
Fax- 207-647-8789

Mr. Bill MacDonald
C/O Bridgton Recreation Advancement Group
Bridgton, Maine 04009

December 17, 2010

Dear Bill,

You have asked if I can represent to you and the granting authority the ability of the Town of Bridgton to maintain the BRAG fields once they have been fully developed. I offer the following for your consideration.

Since my arrival in April 2006 the development of the BRAG fields has been and continues to be one of the key projects that our community has been involved with. From a local government perspective, BRAG leadership has consistently met with the Board of Selectmen, reporting on the various stages of this project as well as reporting on the capital campaign strategy and implementation. The Select Board sent to the voters on November 7, 2006 the following question:

" Do you favor acceptance, ownership and maintenance of the Recreation Fields from Bridgton Recreation Advancement Group (BRAG) upon completion which will require future taxpayer approval of up to \$225,000 from the Moose Pond Trust Fund to complete Phase One (1) of possibly three (3) phases?" Approved #1400 to 788.

The voter approval of both special funding and authorization to accept ownership was a key step to this process and that throughout the conversations it has been made clear that Bridgton will take over the ownership and therefore the maintenance of the complex. Secondly, as staff, we have had many discussions regarding the operational requirements to assure that the fields and the assets comprising the Complex are properly maintained. To that extent, we have already determined that some of our equipment will be a natural fit and that we will still need to acquire or arrange for other pieces through other sources including those of the local school district.

I believe that our planning will meet the maintenance expectations of the Complex. I can anticipate that we will also be successful through the ongoing collaboration between the Town and BRAG after such a transition since this project is meant to serve the whole community and without BRAG's efforts to this point, the project would likely have remained on the drawing board.

We encourage BRAG to proceed with their application that will secure additional grant funds for this great project.

Cordially,

A handwritten signature in black ink, appearing to read "Mitchell A. Berkowitz", is placed above the printed name.

Mitchell A. Berkowitz
Town Manager

Town of Bridgton
TOWN MEETING WARRANT
Tuesday; November 7, 2006

State of Maine

County of Cumberland, ss

TO: John S. Anderson, a resident of the Town of Bridgton, in County of Cumberland, State of Maine.

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs to meet at the Town Hall located on North High Street in said Town on Tuesday, the 7th day of November, A.D. 2006 at 8:00 A.M. in the forenoon for the purpose of acting on Article 1 and Article 2 as set below. [The polls shall be open from 8:00 A.M. in the forenoon to 8:00 P.M. in the afternoon. The Registrar of Voters will hold office hours while the polls are open].

ARTICLE 1. To elect a Moderator to preside at said Meeting and vote by written ballot.

ARTICLE 2. Referendum Election

Do you favor acceptance, ownership and maintenance of the Recreation Fields from Bridgton Recreation Advancement Group (BRAG) upon completion which will require future taxpayer approval of up to \$225,000 from the Moose Pond Trust Fund to complete Phase One (1) of possibly Three (3) Phases?

Estimated Annual Maintenance: \$25,000 to \$40,000

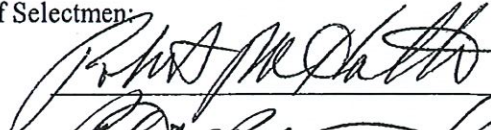
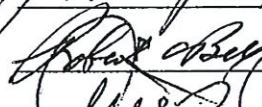
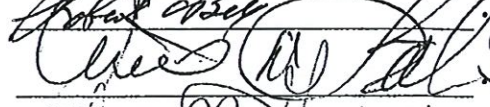
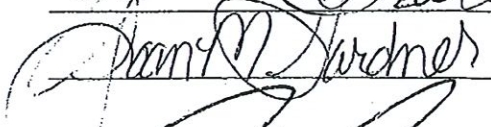
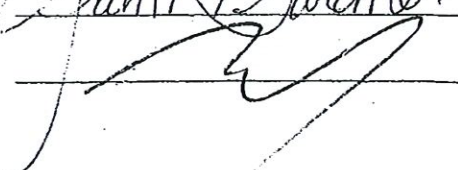
Estimated Sources of Revenue for Phase One (1):

Donated Materials and Services:	\$225,000
Foundation Funds:	\$ 13,000
Moose Pond Trust Fund:	\$225,000
Fundraising:	<u>\$450,000</u>
Total	\$913,000

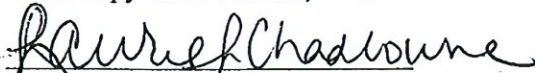
BOARD OF SELECTMEN RECOMMENDATION: YES

Given under our hands on this 24 day of October, 2006

Municipal Officers/Board of Selectmen:

	• Robert J. McHatton, Sr., Chairman
	• Robert C. Bell, Vice-Chairman
	• Arthur D. Triglione, Sr.
	• Joan M. Gardner
	• Robert F. Woodward

A true copy of the warrant,

Attest: 
Laurie L. Chadbourne, Town Clerk

**Town of Bridgton
Referendum Election
November 7, 2006**

Under the preceding warrant the following votes were taken:

ARTICLE 1. Elect a Moderator.

Janice A. Chadbourne was elected Moderator and sworn to the statute oath.

ARTICLE 2. Do you favor acceptance, ownership and maintenance of recreation fields from Bridgton Recreation Advancement Group upon completion....?

Blanks	36
Yes	1400
No	788

A total of 2224 votes were cast at this election.

Respectfully submitted,



Laurie L. Chadbourne
Town Clerk

MEMO

TOWN OF BRIDGTON

TO: SELECT BOARD
FROM: MITCHELL BERKOWITZ
RE: BRAG PUNCH LISTE ELEMENTS
DATE: MARCH 16, 2014

I had mentioned several times that we might consider a “punch list” of items that would give the Town and BRAG a clear understanding of what needs to be completed before any title transfer. This memo is for the Board’s exclusive use, review and consideration. It remains a working documents and should be updated.

Key Elements:

I .Field Improvements:

- I.a- All subsurface drainage infrastructure must be installed and working properly. Ponding will be evidence that further work is required by BRAG. All piping, joints and trenches must be satisfactorily completed. Trench settlement must be properly addressed with the addition of soil and turf to assure a proper grade to the whole field.
- I.b- All skin infield surface areas must be properly graded to avoid ponding and that the soil thickness (turfus) is at least 3” in depth.
- I.c- All outfields must be properly turfed and the turf growth must be health with adequate root systems. Dead spots must be re-soiled and seeded or turfed.
- I.d- All covered team shelters must be inspected to assure construction meets current building codes including hurricane straps, adequate roof supports, and roofing materials that properly drain without leakage. All cement pads must be reviewed to assure settlement cracking has stabilized and concrete walls are stabilized with no further cracking along the grouted seams.

I.e- All outfield and general fencing is stabilized, no further settlement, fabric is properly secured to all top and bottom rails or lines and to the fence posts. The area directly under the fences are either graveled or properly weeded. All exposed fence fabric at the top and bottom are knuckle down and protective barriers have been installed along the top rail portions of the fabric and properly secured. All vertical fence posts are properly capped.

II. Concession Stand and Restrooms:

II.a- The new location is satisfactory to the Town. The plans should be mutually agreed to and the size of the building must be large enough to provide adequate kitchen prep space, service area and storage for supplies. The restrooms must be constructed to ADA current standards without any floor drains. A kneewall of concrete or concrete block at least 12" high must be included in both segments to allow for the floor and lower wall sections to be epoxied and water proofed for maintenance and sanitation purposes.

II.b- All utility and service lines must be properly installed underground and in conformance with the applicable building codes and in proper working conditions.

II.c- This will be subject to ongoing inspections during the construction.

II.d- The potable water supply system must be adequate for both volume, storage and pressure to properly handle the peak useage expected at the fields and the infrastructure to this system properly in place and functioning adequately.

III. Subsurface wastewater Disposal System:

III.a- The final construction of this system including the field must comply with the design as approved by the Code Enforcement Officer and have an adequate water supply as well as a properly functioning septic tank with accessible tank covers for ongoing maintenance. Other components to be inspected include the grease trap at the concession stand, proper drainage slope of the pipe, any hydraulic

pumping assist and the appropriate GFI and electrical service and all weather protection. This will be inspected during construction and then prior to the transfer to assure proper functioning. All piping must have adequate depth of soil to prevent frost heaving and compression from vehicles and equipment.

IV. Irrigation and Detention Ponds:

- IV.a- The irrigation reel system is adequate to meet the field demands and avoid turf deterioration. This includes an adequate length of the supply lines, adequate supply of water either by the ponds or through a well system. The reel systems are in proper working order.
- IV.b- The detention pond system is properly connected to the subsurface drainage system and that all “as-built” changes in the fields are connected and feed these ponds.
- IV.c- The detention pond fencing has been properly installed and the access gate systems are in the appropriate locations for efficiency of use.

V. Miscellaneous:

- V.a- All signage has been properly installed for the use of the Bragway road, parking, naming rights and wayfinding signs for the complex users.
- V.b- All titles, rights of ways, easements, leases and agreements are properly executed and will be part of the package at the time of the transfer to the Town. This must also include agreements related to naming rights, donors and advertisements/credits that have any obligations as a condition of the benefactors to the beneficiaries.
- V.c- Any legal claims that are in existence or that are known or anticipated to be against BRAG and the Complex at the time of the Transfer to the Town must be properly documented and if existing, a legal defense plan indicating how BRAG will address these.
- V.d- Expectations by either party of the other party including but not limited to fund raising, future construction related to the

infrastructure at the Complex, revenue sharing and concession stand use agreements must also be disclosed and included at the time of transfer.

- V.e- Bragway road has been properly stabilized with some depth of gravel as agreed to by both BRAG and the Town.
- V.f- Verification through invoices, payments or correspondence to donors that each elements of the original work and constructions as well as any new work and construction including fertilization, chemical grub work etc. has been completed per drawings, specifications or applications per the manufacturer.