

TOWN OF SKOWHEGAN, MAINE
SPECIAL
TOWN MEETING WARRANT
STATE OF MAINE
December 10th 2025 at 6:00 P.M.
Municipal Building - Opera House

Somerset, ss.

To David Bucknam, Constable of the Town of Skowhegan, Maine in the County of Somerset:

Greetings:

In the name of the State of Maine you are hereby requested to notify and warn the voters of the Town of Skowhegan in said County and State, qualified by law to vote in town affairs, to meet in the **Opera House in the Skowhegan Municipal Building**, in said Town on **Wednesday, the tenth day of December, 2025 at six o'clock in the evening**, to transact all business as herein enumerated in the articles of the Town Warrant.

ARTICLE 1. To choose a moderator to preside at said meeting.

ARTICLE 2. To see if the Town shall enter into an agreement for the purchase of a parcel of property located at 153 Red Bridge Road, Skowhegan, for the purpose of a public road turnaround, with a purchase price and closing costs not to exceed \$16,000.

ARTICLE 3. Shall the Town Ordinance, Chapter 27 'Police', section 1, be amended as follows, with strike-through text being removed and bolded text being added:

Appointment of the Police Chief, Deputy Chief, and Officers: The Chief of Police, Deputy Chief, and other Officers shall be appointed ~~annually by the Select Board~~ on their date of hire by the Town Manager.

ARTICLE 4. To see if the Town shall authorize the Selectboard to enter into a lease agreement with Main Street Skowhegan for the purpose of constructing, maintaining, and operating improvement(s) on Town-owned land along the Kennebec River.

The Registrar will hold hours for the purpose of revising and correcting the list of voters on Thursday, Friday, and Monday, December 4th, 5th, and 8th from 8:00 A.M. to 4:00 P.M.; Wednesday, December 10th, 2025, from noon to 4:00 P.M. and from 6:00 P.M. to the close of the Special Town Meeting.

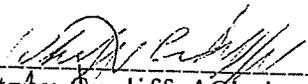
Town Meeting Warrant

December 10th 2025

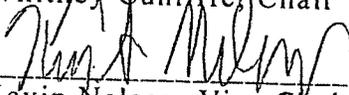
You are hereby directed to serve this warrant by posting in a public and conspicuous place at least seven (7) days before the holding of said meeting.

Hereof fail not and have this warrant with your doings thereon at the time and place mentioned.

Given under our hands at Skowhegan, Maine the 1st day of December, 2025



Whitney Cunliffe, Chair

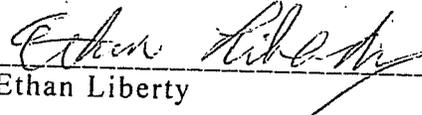


Kevin Nelson, Vice Chair



Amber Lambke

Elijah Soll



Ethan Liberty

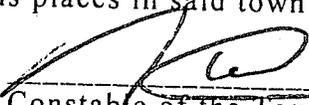
Selectboard of the Town of Skowhegan

CONSTABLE'S RETURN

Skowhegan, Maine

December 1, 2025

Pursuant to the within warrant to me directed, I have notified and warned inhabitants of said town, qualified as therein expressed, to meet at said time, place, and for the purpose therein named, by posting a copy of said warrant, attested by me at the Municipal Building, Skowhegan Community Center and Hannaford, being public and conspicuous places in said town.



Constable of the Town of Skowhegan

BK 2091 PG 070

WARRANTY DEED
Know All Men By These Presents

TRANSFER TAX PAID

That We, Malcolm Brawn and Ann Brawn of Hebron, County of Grafton and State of New Hampshire, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid by John L. Terstegen of Clinton, County of Kennebec and State of Maine, and whose mailing address is RFD 2, Box 510, Clinton, ME 04926, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said John L. Terstegen, Jr., his heirs and assigns forever. 03810

A certain lot or parcel of land situated in Skowhegan, County of Somerset, State of Maine, and more particularly bounded and described as follows:

Bounded on the north by the Pooler Road (sometimes also referred to as the Tozier Road); bounded on the east by the Carrabassett Stream (which is the townline between the Towns of Skowhegan and Canaan) and by land of John Terstegen; bounded on the south by land of John Terstegen and land of Scott Paper Company; bounded on the west by the Dane lot, so-called, now believed to be owned by Robin Spears.

Being a portion of the premises conveyed to Malcolm Brawn and Ann Brawn by Warranty Deed of Raymond E. Tozier and Margaret J. Tozier dated July 12, 1973 and recorded in the Somerset County Registry of Deeds in Book 832, Page 431, and specifically that portion of the premises situated in the Town of Skowhegan, said parcel being designated on the Tax Maps for the Town of Skowhegan as Map 15, Lot 25.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said John L. Terstegen, his heirs and assigns, to him and his use and behoof forever.

AND we do COVENANT with the said Grantee, his heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Malcolm Brawn and Ann Brawn have hereunto set my hands and seals this 13th day of April, 1995.

Signed, Sealed and Delivered
in the presence of

Ronald V. Terstegen
Witness

Malcolm Brawn
Malcolm Brawn

Witness

Ann Brawn
Ann Brawn

STATE OF NEW HAMPSHIRE
County of Grafton, ss.

April 13, 1995.

Personally appeared before me on the day and year aforesaid the above-named, Malcolm Brawn and Ann Brawn, and acknowledged that the foregoing instrument to be their free act and deed.

Before me, *Edith B. Dunklee* JP.
Notary Public

RECEIVED SOMERSET SS
RECORDED FROM ORIGINAL

Printed name: Edith B. DUNKLEE
My comm. exp: 7/13/98

95 APR 19 AM 9:11

Marguerite P. Kelly
REGISTER

EXHIBIT

tabbles

A

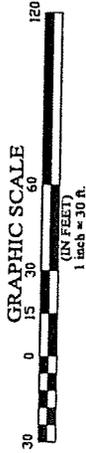
BOUNDARY SURVEY

PREPARED FOR THE ACQUISITION OF LAND BY:

**THE INHABITANTS OF THE TOWN OF SKOWHEGAN
"TERSTEGEN PARCEL"**

LOCATION: RED BRIDGE ROAD
SKOWHEGAN, SOMERSET COUNTY, MAINE

DATE: SEPTEMBER 16, 2025



LEGEND

● = 3/4" IRON REBAR SET WITH RED PLASTIC CAP INSCRIBED S.W. GOULD PLS 2318 (unless otherwise noted).

○ = UTILITY POLE

○ = STONE WALL

- - - - - = WIRE FENCE

- - - - - = overhead UTILITY LINE

NOTES

NOTE...1 RED BARN ROAD - 4 RODS (66') WIDE - BASED ON EXISTING MONUMENTATION FOUND.

PLAN REFERENCE

PLAN...1 "BOUNDARY SURVEY & LOT DIVISION FOR MICHAEL G. & SUE A. BENNER", DATED JUNE 11, 2010, PREPARED BY BOXTON & PICKETT L.L.C., RECORDED IN THE SOMERSET COUNTY REGISTRY OF DEEDS IN PLAN BOOK 2010, PAGE 136.

THIS SURVEY CONFORMS WITH THE RULES ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL SURVEYORS (April 1, 2001) WITH ANY EXCEPTION TAKEN TO CHAPTER 90, PART 2, (Technical Standards) NOTED HEREON. 32 MRSA § 1390(2)
1. NO WRITTEN REPORT PREPARED AT THIS TIME.

PREPARED BY: **SACKETT & BRAKE SURVEY, INC.**
INVALID - UNLESS SIGNED, SEALED AND/OR EMBOSSED BELOW.
P.O. BOX 207, RTE 201 N
SKOWHEGAN, MAINE 04976
207-474-6223

STEPHEN W GOULD
PLS 2318

n/f
JULIANN DRAKE
FRANK DRAKE
4361/157 Skowhegan Map 15 Lot 20
Skowhegan Map 15 Lot 22-1A

5/8" iron rebar with survey cap #351 found 1'4" tall

To Oak Pond Road

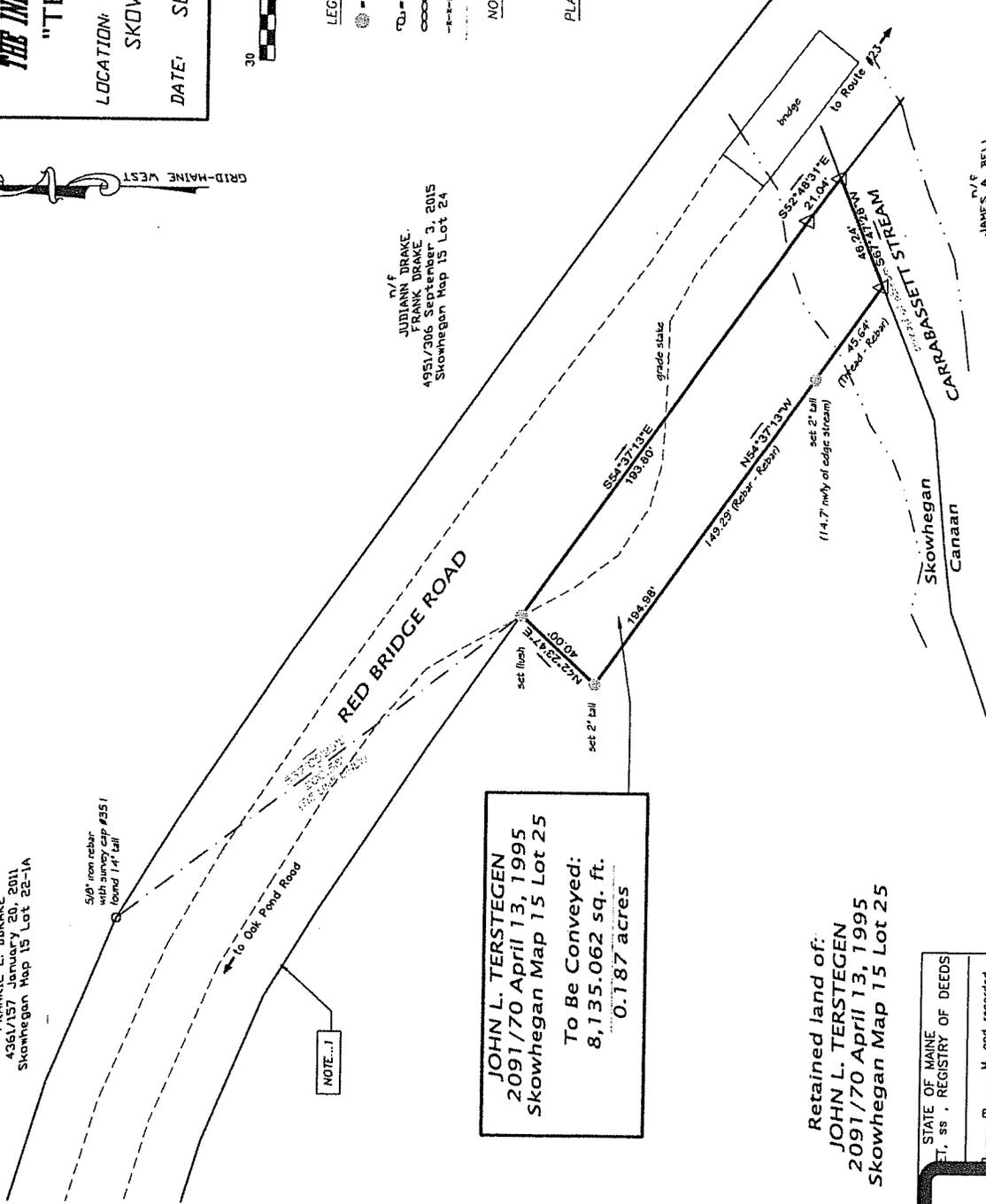
NOTE...1

n/f
JULIANN DRAKE
FRANK DRAKE
4951/306 Skowhegan Map 15 Lot 24
Skowhegan Map 15 Lot 24

JOHN L. TERSTEGEN
2091/70 April 13, 1995
Skowhegan Map 15 Lot 25
To Be Conveyed:
8,135.062 sq. ft.
0.187 acres

Retained land of:
JOHN L. TERSTEGEN
2091/70 April 13, 1995
Skowhegan Map 15 Lot 25

STATE OF MAINE
REGISTRY OF DEEDS
FILED _____ M. and recorded
ATTEST:
REGISTER



JAMES V/F BELL
LORI A. CHAMBERLAIN-BELL
5008/152 March 11, 2016
Canaan Map 4 Lot 2

EXHIBIT

tabbles

3

THE INHABITANTS OF THE TOWN OF SKOWHEGAN
"TERSTEGEN PARCEL"
8,135.062 SQ FT/0.187 ACRES

2025151
September 16, 2025

A certain lot or parcel of land situated southwesterly of Red Bridge Road, so called, in the Town of Skowhegan, County of Somerset, and State of Maine, bounded and described as follows, to wit:

Commencing on the northeasterly sideline of Red Bridge Road at a point marked by a 5/8" iron rebar with survey cap #351 found at the southwesterly corner of land conveyed to Judiann Drake and Frank Drake by a deed dated September 3, 2015 and recorded in the Somerset County Registry of Deeds in Book 4951, Page 306 and being the southeasterly corner of land conveyed to Judiann M. Drake and Frankie E. Drake by a deed dated January 20, 2011 and recorded in the Somerset County Registry of Deeds in Book 4361, Page 157;

Thence, southeasterly along a tie-line, on a course of S 37°-05'-25" E, having a distance of two hundred and fifty-eight hundredths (200.58) feet to a point marked by a 3/4" capped iron rebar set on the southwesterly sideline of Red Bridge Road, being the northwesterly corner of the parcel herein conveyed, being the True Point and Place of beginning;

Thence, southeasterly along the southwesterly sideline of Red Bridge Road on the following courses and distances:

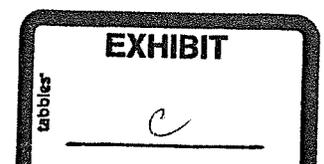
- (1) S 54°-37'-13" E a distance of one hundred ninety-three and eighty hundredths (193.80) feet to a point;
- (2) S 52°-48'-31" E a distance of twenty-one and four hundredths (21.04) feet to a point at the thread of Carrabassett Stream, said point also being on the municipal boundary by and between the Town of Skowhegan and the Town of Canaan;

Thence, southwesterly on a course of S 67°-47'-28" W along the thread of Carrabassett Stream and being along the municipal boundary by and between the Town of Skowhegan and the Town of Canaan a distance of forty-six and twenty-four hundredths (46.24) feet to a point at the southeasterly corner of the parcel herein described on the municipal boundary by and between the Town of Skowhegan and the Town of Canaan;

Thence, northwesterly on a course of N 54°-37'-13" W through land conveyed to John L. Terstegen by a deed dated April 13, 1995 and recorded in the Somerset County Registry of Deeds in Book 2091, Page 70 a distance of one hundred ninety-four and ninety-eight hundredths (194.98) feet to a point marked by a 3/4" capped iron rebar set at the southwesterly corner of the parcel herein described;

Thence, northeasterly on a course of N 42°-23'-47" E continuing through land of Terstegen a distance of forty and zero hundredths (40.00) feet to the point and place of beginning. Containing 8,135.062 Square Feet/0.187 Acres of Land, more or less.

Bearings are based on GPS Observation of GRID – Maine West.



All monumentation noted as $\frac{3}{4}$ " capped iron rebar set was topped with a red plastic cap inscribed "S.W. GOULD PLS 2318".

Reference is to be made to a plan entitled "Boundary Survey Prepared for the Acquisition of Land By: The Inhabitants of the Town of Skowhegan "Terstegen Parcel"", dated September 16, 2025, and prepared by Sackett & Brake Survey, Inc., drawing number 2025151.

LEASE AGREEMENT
(PHASE 1 Improvements)

[Tax Map 26, Lots 2,3,4,5,6,191]

THIS LEASE AGREEMENT (hereinafter referred to as the "**Lease**") is made this --- day of _____, 2025 by and between the **TOWN OF SKOWHEGAN**, a Maine municipal corporation with a principal place of business and mailing address of 225 Water Street, Skowhegan, ME 04976 (hereinafter, the "**LANDIDRQ**"), and **MAIN STREET SKOWHEGAN**, a Maine nonprofit corporation whose mailing address is 65 Water St., Unit I, Skowhegan, ME 04976, (hereinafter called the "**TENANT**") The LANDLORD and the TENANT are at times collectively referred to herein as the "**Parties**" or individually as the "**Party**"

WITNESSETH:

WHEREAS Tenant is a 501(c)(3) non-profit corporation existing to promote the economic growth and well-being of the businesses and residents of the Town of Skowhegan;

WHEREAS Tenant is involved in procuring funds for the development of a recreational whitewater park and boardwalk (Phase D to be constructed on Landlord's property);

WHEREAS Phase I will involve the construction and installation of a wave shaper machine and other riverbed whitewater features on the Kennebec River, access to the Kennebec River from the south side of said river, including for purposes of construction and boat and pedestrian access, constructions or improvement of pathways and auxiliary parking, and the construction of a boardwalk area (collectively referred to as "Phase I improvements") extending from the Walking Bridge over Landlord's property to the eastern boundary of LAM LLC property - Map 26, Lot 192A.

WHEREAS the long term plan is to construct and operate a river park ("Park") with water-related recreational opportunities, access to the river and viewing opportunities on both sides of the Kennebec River on town-owned land.

WHEREAS Landlord is willing to lease to Tenant portions of its property for construction and installation of the Phase I improvements under the terms of this Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the LANDLORD and the TENANT hereby agree with each other as follows:

SECTION 1, Premises: The LANDLORD hereby leases to the TENANT, and the TENANT hereby leases from the LANDLORD, for the term and upon and subject to the terms, conditions, covenants and provisions set forth in this Lease, certain lands along the northern bank of the Kennebec River including Map 26, Lot 191 and on the southern bank of the Kennebec River to the thread of said River from Tax Map 26, Lots 2 to 6 as shown on the official Tax Maps of the Town of Skowhegan (the "Premises"). A plan showing the exact location of the Premises is attached hereto as **Exhibit A** and is incorporated by reference herein.

SECTION 2. Term: The Term of this Lease shall commence on the date specified above (the "Commencement Date"), and shall continue thereafter for a period of ten (10) years, unless sooner terminated in accordance with the terms and conditions hereof (the "Term"). The LANDLORD and the TENANT shall have the joint option to renew the Phase I Lease for three successive five (5) year periods (the "Renewal Term") if the Parties mutually agree on the terms of such renewal, before the end of the initial Term. At the end of this Lease, the parties shall enter into either an amended Lease or a new lease agreement for subsequent Phases of construction and operation of the Park.

SECTION 3. Rent: The TENANT covenants and agrees to pay to the LANDLORD, as rent for the Premises, One and 00/100 Dollars (\$1.00) per year (Rent) during the Term of this Lease. Should Landlord's obligations under this Lease result in an undue burden on taxpayers, Landlord reserves the right to reasonably adjust the annual rent with consultation and agreement with the Tenant.

SECTION 4 Use and Restrictions: Except as otherwise agreed to by the parties in writing, the premises shall be used exclusively for access, construction, installation and operation of the Phase I improvements, as well as auxiliary parking (collectively the "Permitted Uses"). At no time shall the use of the Premises violate any occupancy restrictions imposed by the Fire Department or any other law, regulation, or restriction imposed by any local, state, or Federal authority.

SECTION 5. Utilities:

(a) The TENANT shall provide all utilities and auxiliary services necessary for the proper maintenance of the Premises and the TENANT's performance of the Permitted Uses, including but not necessarily limited to utilities necessary for the construction, installation and operation of the Phase I improvements.

(b) The LANDLORD agrees to coordinate and work cooperatively with TENANT to identify any additional services that may be necessary for the proper protection of the TENANT's personal property and to allow the Permitted Uses to continue, provided however that the LANDLORD shall not be obligated to provide any utilities or auxiliary services not specifically listed in this Lease Agreement absent additional signed writing evidencing the same.

SECTION 6. Maintenance Responsibilities:

(a) The LANDLORD shall, during the term of this Lease, provide, keep, maintain, and repair the Premises in good and safe condition, which such maintenance responsibilities shall include the following:

(i) Maintenance of all landscaping and hardscaping surrounding the Premises, including but not limited to planting, pruning, weeding, mulching, lawn mowing, and removal of plants and trees as necessary.

(ii) Snow removal, including but not limited to plowing any parking spaces associated with the Premises and keeping all existing walkways and other travelled surfaces reasonably clear of snow and ice.

(b) Notwithstanding the foregoing, the TENANT shall be responsible for the keeping, maintaining and repairing of all Phase I improvements made to the Premises at TENANT's expense.

(c) Should Tenant request maintenance and repair for Phase I Improvements from LANDLORD during the terms of this Lease, LANDLORD may satisfy such requests and invoice TENANT for such repairs and maintenance at its usual and customary rates for labor and materials. Nothing herein obligates LANDLORD to expend any tax appropriated funds for the construction, installation, repair and maintenance of the Phase I Improvements.

SECTION 7. Personal Property Within Premises:

For the avoidance of doubt, both during the Term of this Lease and after termination of the same the Parties understand and acknowledge the following regarding personal property stored within the Premises:

(a) Any personal property brought into the Premises or otherwise onto the Premises, including under the Kennebec River (all Phase I improvements) following the execution of this Lease shall be deemed to be the personal property of the TENANT unless otherwise evidenced in writing.

SECTION 8. Construction of Phase I Improvements:

- (a) All construction work performed by the TENANT and its contractors shall be performed in a good and workmanlike manner, employing material of good quality and complying with all local, state and federal rules and permitting requirements. The TENANT agrees that all such construction work shall be prosecuted diligently and continuously until the construction has been completed as evidenced by an unconditional certificate of occupancy. The LANDLORD shall not be obligated under this Lease to provide any services to the TENANT, the Premises or with respect to the construction of the improvements, or to perform any other obligations with respect thereto unless specified herein.
- (b) Tenant agrees to submit all construction plans to Landlord prior to the commencement of construction activities for approval and such approval shall not be unreasonably withheld by Landlord.
- (c) Tenant shall be solely responsible for mitigation of any environmental impacts to the Premises caused by the construction and installation of Phase I Improvements and operation of the water park including the implementation of all conditions listed in Department of The Army Permit No. NAE-2013-00390-TREC and all subsequent Department of The Army permits.

SECTION 2. Disposition of Improvements on Letmination of Lease: On the expiration or any earlier termination of this Lease, the TENANT shall vacate the Premises, leaving the Premises free and clear of any liens and encumbrances. All Phase I Improvements constructed by TENANT shall, upon the expiration of the final Renewal Term or termination, become the property of the LANDLORD at no cost to the LANDLORD. If this Lease is terminated early due to TENANT's default, all such improvements shall also transfer to the LANDLORD. The TENANT shall execute any transfer documents reasonably requested

by the LANDLORD to evidence the transfer of the improvements

SECTION 10. Requirements of Public Authority: During the Term of this Lease, the TENANT shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal, and local governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof, whether the same are in force at the commencement of the Term of this Lease or may in the future be passed, enacted or directed. The TENANT shall consult with the Town Manager for all events under 100 people projected to attend and that does not impede on normal town services and operations. Any event expected to host over 100 people and/or impede normal town services and operations shall be subject to normal selectboard approval process for such events.

SECTION 11. Reservation of Use of Premises: The LANDLORD, for the benefit of the general public, as well as for the protection of the Premises and the LANDLORD's interest in same, reserves the right to enter upon the Premises, at all reasonable times, to inspect the Premises, confirm compliance with this Lease, and for any other reasonable purposes related thereto.

SECTION 12. TENANT'S Covenants:

The TENANT covenants and agrees as follows:

- (a) Upon the expiration or termination of this Lease, to remove its personal property and those of all persons claiming under it (except as provided for in Paragraph 9 above) and to yield up peaceably to the LANDLORD the Premises in good order, repair and condition, damage by taking, fire and other insured casualty, and reasonable wear and tear only excepted.
- (b) Upon the expiration or termination of this Lease and any subsequent amendments to same or new Lease agreements, improvements affixed to Landlord's premises shall become the sole property of Landlord. Tenant shall decommission all improvements on and under the water of the Kennebec River including disconnecting said improvements from all electrical, electronic and hydraulic connections to the Premises. Underwater fixtures remaining in the river after termination or expiration of this Lease or any extension, amendments thereto shall not unreasonably interfere with river navigation or public recreational use of the Kennebec River.
- (c) If any federal, state or local authority orders Landlord to remove any improvements on the bed of the Kennebec River prior to or after expiration or termination of this Lease or any renewal and amendments thereto, the cost of such removal, and all litigation costs related thereto, shall be the sole responsibility of TENANT.
- (d) Not to make any use of the Premises, which is improper, offensive or illegal, or not a Permitted Use; nor to permit any act or thing to be done on the Premises which shall constitute a nuisance or waste or which may make void or voidable any insurance on said Premises or the Premises or any improvements thereon.
- (e) To keep the Premises free of liens for labor and materials and to save the LANDLORD harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or arising out of any work done by or on behalf of the TENANT.

(f) To permit the LANDLORD and its agents to examine the Premises and to permit the LANDLORD to enter said Premises as may be required by the LANDLORD under the terms of this Lease, provided that such entry shall be during normal business hours (except in the case of emergency) and shall not unreasonably interfere with the conduct of the TENANT's business.

(g) To remain an incorporated nonprofit corporation pursuant to the laws of the State of Maine, and in good standing with the Department of the Secretary of State.

SECTION 13. Assignment and Subletting: The TENANT may not assign or sublease this Lease or any sublease of all or any part of the Premises without the written consent of the LANDLORD. Notwithstanding the foregoing, the following shall not be deemed an assignment or sublease requiring LANDLORD's prior written consent:

(a) The granting of non-exclusive licenses, concessions, or operating agreements to third parties, including but not limited to individuals, companies, organizations, or outdoor recreation groups, for the purpose of conducting authorized recreational, educational, or commercial activities within the Park, including, but not limited to, whitewater kayaking, rafting, tubing, viewing events, or equipment rentals.

(b) Any such license or concession granted by TENANT must be consistent with the Permitted Uses described in this Lease and shall not grant the third-party exclusive possession of any portion of the Premises that would constitute a tenancy or sublease.

(c) TENANT shall, with LANDLORD's approval, all licenses, concessions and operating agreements it enters into with third-parties and TENANT shall be responsible for demonstrating that all such third-party individuals, companies, organizations, outdoor recreation groups and like entities are properly licensed, insured, staffed and experienced in conducting authorized recreational, educational, or commercial activities within the Park, including, but not limited to, whitewater kayaking, rafting, tubing, viewing events, or equipment rentals.

SECTION 14. Non-Waiver of Immunity; Indemnity:

To the extent the LANDLORD is not fully immune or indemnified by the insurance coverage maintained by TENANT pursuant to Section 15, below, or by the Maine Tort Claims Act (14 M.R.S. § 8101, *et seq.*, as may be amended), the TENANT hereby agrees to indemnify, defend, and hold harmless the LANDLORD from all claims for property damage and bodily injury, demands, liabilities and suits (including reasonable attorney's fees) of any nature whatever arising out of, because of or due to the breach or default of the Lease by the TENANT, its employees, guests, invitees or contractors, or due to any act, occurrence or event by the TENANT, its employees, guests, invitees or contractors, or in any way due to the use of the Premises by the TENANT, its employees, guests, invitees or contractors, excluding normal wear and tear to the same. Said indemnification shall survive the termination of this Lease with respect to any claims or liability accruing prior to any termination. Said indemnification extends to all claims of any nature arising out of use of the Premises by third parties operating under a license or concession agreement with TENANT.

Notwithstanding the above, nothing in this Lease is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to the LANDLORD or any of its officers, agents or employees, pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*), any State or federal statute, the common law or any other privileges or immunities as may be provided by law.

SECTION 15. Insurance:

The TENANT shall maintain, at its expense, throughout the Term and any renewal thereof, insurance against loss or liability in connection with bodily injury or property damage arising out of the use of the Premises by the TENANT or its agents, employees, officers, invitees, visitors and guests, under a policy of general public liability and casualty insurance having limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and such policy shall name the LANDLORD as an additional insured. TENANT shall also procure and keep in force an umbrella policy for additional liability protection in an amount not to be less than Two Million Dollars (\$2,000,000.00) and naming the Landlord as an additional insured. The TENANT shall provide evidence of such insurance to the LANDLORD prior to, but in any event no later than when installation of Phase 1 Improvements is completed and prior to any allowed access to Phase 1 Improvements by the public.

The LANDLORD shall maintain general liability insurance, at its expense and sole option and discretion, throughout the Term and any renewal thereof covering the Premises as part of its usual and customary general liability policy.

The TENANT shall require all its contractors and agents thereof to possess and show proof of Worker's Compensation Insurance. TENANT contractors shall maintain and show proof of general liability coverage in an amount not less than five million dollars (\$5,000,000.00).

SECTION 16. Quiet Enjoyment: The TENANT, upon observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept shall quietly have, hold and enjoy the Premises during the Term of this Lease, without hindrance, molestation or disturbance.

SECTION 17. Condition of Premises: The Premises are being leased by the TENANT in their AS IS condition, WITHOUT REPRESENTATION OR WARRANTY by the LANDLORD. The TENANT acknowledges that it has inspected the Premises and has found it to be satisfactory.

SECTION 18. Defaults:

(a) The following shall constitute a default of the TENANT hereunder:

(i) The TENANT shall fail to pay any sum payable under the terms of this Lease, within thirty (30) days after written notice thereof by the LANDLORD.

(ii) The TENANT shall neglect or fail to perform or observe any term, provision, or covenant contained in this Lease, even if the same is not specifically stated in this Section 18, and the TENANT shall fail to remedy the same within sixty (60) days after the LANDLORD shall have given to the TENANT written notice specifying such neglect or failure, or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such sixty (60) day period; provided, however, that the TENANT promptly commences to remedy such default and proceed with reasonable diligence thereafter to cure any default that presents an immediate threat to public safety;

(iii) This Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against the TENANT or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against the TENANT, and such attachment is not discharged or disposed of within Sixty (60) days after the levy thereon.

(b) This Lease is made on condition that from and after the happening of any of the events of default itemized above (notwithstanding a license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance) the LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon said Premises or any part thereof in the name of the landlord and repossess the same as of its former estate, and expel the TENANT and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for any breach or preceding breach of covenant and upon entry as aforesaid this Lease shall terminate and title to any improvements shall transfer to the LANDLORD in accordance with Section 7.

SECTION 19. Waivers: Notwithstanding anything contained herein, failure of the LANDLORD to complain of any act or omission on the part of the TENANT, no matter how long the same may continue, shall not be deemed to be a waiver by the LANDLORD of any of its rights hereunder. The receipt of rent by the LANDLORD with knowledge of any breach of this Lease by the TENANT or of any default by the TENANT in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease or of any of the LANDLORD's rights hereunder. No waiver by the LANDLORD at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

SECTION 20. Termination: This Lease shall terminate upon any of the termination events specified herein in this Lease.

SECTION 21. Destruction: In the event that, at any time during the Term of this Lease, the Premises and improvements on the Premises or any of them shall be destroyed or damaged in whole or in part by fire or other casualty, the TENANT, at its own cost and expense, may cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable and in accordance with plans and specifications approved by the LANDLORD. Any insurance proceeds received from the insurance policies required by this Lease, which are payable with respect to damage to the improvements constructed on the Premises by the TENANT, may be used by and shall be made available to the TENANT to offset the TENANT's expenses incurred in connection with any such repair or replacement of the Premises.

SECTION 22. Consent or Approval of LANDLORD: For any act or thing in this Lease which requires the approval or consent of the LANDLORD, the LANDLORD shall not be deemed to have approved or consented until the written approval or consent of the Town Manager of the LANDLORD has been obtained.

SECTION 23. Notices:

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective, unless the same shall be in writing and either hand delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other Party at its address set forth herein below or such other address as either Party may designate by notice given from time to time in accordance with this Section.

All such notices and other communications initially shall be delivered or addressed as specified in the Preamble of the Agreement.

Except as otherwise provided herein, all notices shall be effective when mailed.

TO LANDLORD: Town of Skowhegan, 225 Water Street, Skowhegan, Maine 04976
TO TENANT: Main Street Skowhegan, 65 Water Street, Unit 1, Skowhegan, Maine 04976

SECTION 24. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 25. Interpretation; Choice of Law: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The Section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Lease and all rights, duties and performance hereunder or hereof shall be governed, interpreted, and construed in accordance with the laws of the State of Maine.

