

**Town of Portage Lake  
Public Hearing  
Proposed Portage Hills Country Club Lease  
Wednesday February 21, 2018**

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Hearing called to order at 6:01 p.m. by Selectboard Chairman David Pierce.

There were 17 Portage Lake residents in attendance.

The purpose of this public hearing is to allow the citizens of Portage Lake the opportunity to comment on proposed lease agreement between the Town of Portage Lake and the Portage Hills Country Club.

**Public Comments:**

Pat Kelley says everything is satisfactory for the lease on the Country Club end. Dave mentions that this lease will be voted on the day before the Town Meeting during the elections. Reuben Caron is concerned about the wording of section 6 if the Club was able to get a matching grant if the Town is opposed to raising money to match. Dave and Beech both agree that this could be revisited if that happens. Jen Pitcairn brings up the fact that last year the Country Club asked the Town for money and the citizens of the Town did vote that in, but section 6 would deny the citizens that right; Danny Higgins says the issue had to do with the tax status of the Country Club. Judy Moreau questions if this is a 30 year lease; the Board says it is.

Hearing adjourned at 6:09 p.m.

Respectfully Submitted,

  
Corrine Routhier

# Agreement of Lease

This Indenture, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two-thousand and eighteen (2018):

WITNESSETH, that the Inhabitants of the Town of Portage Lake, a body corporate, hereinafter referred to as LESSOR, located at Portage Lake in the county of Aroostook in the State of Maine, does hereby lease, demise and let unto Portage Hills Country Club, a corporation duly organized and existing under the laws of the State of Maine, hereinafter referred to as LESSEE, and having its principal place of business at said Portage Lake, the following described place or parcel of land, to wit:

A certain lot or parcel of land, being lot numbered seventeen (17) on tax map two (2), formerly lot numbered thirteen (13), in said Portage Lake, containing one-hundred (100) acres, more or less.

Excepting and reserving, however, from the above described premises that portion thereof heretofore conveyed by Herbert H. Garrity to Arnold E. Shaw and Leonette Shaw by deed of warranty dated June 23, 1969, and recorded in the Southern Aroostook Registry of Deeds in Vol. 763, page 142, reference thereto being made and had.

Said premises being the same as conveyed to said LESSOR by Herbert J. Garrity by his deed of warranty dated May 23, 1967, and recorded in said Registry in Vol. 1003, Page 166, reference thereto being made and had.

Said premises being the same as leased to Portage Hills Country Club by the Town of Portage Lake in lease dated August 9, 1968 and recorded in said Registry of Deeds in Book 1034 Page 614.

Notwithstanding any other provisions hereinafter contained, the parties hereto as part of the consideration herein provided further agree:

1. Said LESSEE covenants and agrees to use said premises for recreation purposes only.
2. Said LESSEE may mortgage this lease to any lending agency for the purpose of securing a loan to develop said premises, and in the event said LESSEE fails to repay said loan, said mortgagee of the LESSEE may take possession of said premises for the purpose of operating the facilities situated thereon belonging to said LESSEE, or for purpose of liquidating its assets.

3. LESSOR specifically grants to said LESSEE the right to make any improvements it deems advisable in developing said premises for recreational use, and any buildings or other improvements, done by or on behalf of said LESSEE during the term hereof, shall remain the property of said LESSEE after the expiration of said term; except any improvements to the land itself, which said improvements shall inure to the benefit of the LESSOR at the end of the term of this lease.

4. As provisions of this lease, LESSEE shall provide the Town of Portage Lake with a copy of year-end financial statements and a list of all current Portage Hills Country Club board members and officers. LESSEE shall also keep all licenses and permits current, and provide the Town of Portage Lake with a copy of all pertinent documentation.

5. LESSEE shall not ask the Portage Lake Board of Select persons for abatement on real or personal property taxes at any time during the term of this lease.

6. LESSEE shall not ask the inhabitants of the Town of Portage Lake for any funding out of surplus or to be raised and appropriated at the annual town meeting.

7. If LESSEE should acquire a loan using the lease as collateral, LESSEE shall be responsible for all payments if the loan should default.

TO HOLD for the term of thirty (30) years from this first (1<sup>st</sup>) day of June, two thousand and eighteen (2018), yielding and paying therefor the fee of \$6,000 and said LESSEE does covenant to pay the said rent in equal yearly installments of \$200, commencing the first (1<sup>st</sup>) day of June, 2018, this date being the date the original 50 (fifty) year lease expires. This lease can be renegotiated before the end of the 30 (thirty) years to provide for an extension of the term and change of fees scheduled in order for the LESSEE to secure a loan, if the need arises.

And to quit and deliver up the premises to the LESSOR, or its attorney, peaceably and quietly at the end of the term aforesaid, in as good order and condition (reasonable use and wearing thereof, or by liable accident, excepted), as the same are or may be put into by the said LESSOR, and to pay all upkeep expense, including insurance, and all taxes duly assessed thereon during the term, and not make or suffer any waste thereof. And the LESSOR may enter to view and make improvements, and to expel the LESSEE if it shall fail to pay the rent aforesaid, whether said rent be demanded or not, or if it shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the LESSOR at the end of said term, in manner aforesaid, or shall violate any of the covenants in this lease by said LESSEE to be performed; or if the estate hereby created shall be taken from the LESSEE by process of law, or if the LESSEE shall be adjudicated as bankrupt or insolvent, or if any assignment shall be made of LESSEE's property for the benefit of creditors, the LESSOR may immediately or at any time thereafter

enter and expel the LESSEE or those claiming under it and remove its effects and without prejudice to any other remedies for arrears of rent or breach of covenant, and upon such entry said term shall cease.

And the premises shall not be occupied during the said term for any purpose denominated as extra-hazardous as to fire by insurance companies.

IN WITNESS THEREOF, the parties have hereunto interchangeably set their hands and seals the day and year first above written.

Signed, Sealed & Delivered in presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Inhabitants of Town of Portage Lake:

Board \_\_\_\_\_

Board \_\_\_\_\_

Board \_\_\_\_\_

Portage Hills Country Club:

President \_\_\_\_\_

Board \_\_\_\_\_

Board \_\_\_\_\_

State of Maine, ss.

Aroostook, ss.

Personally appeared the above named \_\_\_\_\_

And acknowledged the above instrument to be his free act and deed, in his said capacity and the free act and deed of said body corporate.

Before me, (Notary Public)

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