

# **GLEN MARY WADING POOL LEASE**

AGREEMENT is hereby made this \_\_\_ day of \_\_\_\_\_, 2023 by and between the Bar Harbor Village Improvement Association, a charitable corporation organized under the Laws of the State of Maine with an office located at 127 West Street, Bar Harbor, Maine, hereinafter, referred to as the “VIA”, and the Town of Bar Harbor, a municipal corporation located in Hancock County, Maine hereinafter referred to as the “Town”.

## **WITNESSETH:**

WHEREAS, the VIA presently owns certain real estate situated in said Bar Harbor, described as lot 107/071/000 on Town records, located at 8 Waldron Road which was conveyed to it by deed of Mary Shannon dated September 18, 1894 and recorded in Book 282, Page 421 of the Hancock County, Maine Registry of Deeds; and that said conveyance was made subject to certain conditions, to wit, that the property shall be held forever as a public park for the use of persons either permanently or temporarily residents in Bar Harbor; that it shall be called Glen Mary Park, inclusive of all improvements.

WHEREAS, the deed of conveyance required that said real estate be used as a public park and the Town has heretofore made certain improvements to said real estate particularly improvements to the public wading pool located on said property;

WHEREAS, as used in this lease, the phrase “public park” means real estate operated for the use of the public for recreation and enjoyment;

WHEREAS, the VIA wishes more improvements to be made to said real estate to allow it to be used more effectively as a public park, and also to have the Town care for said real estate and police the use as a public park; and

WHEREAS, the Town is willing to assume this responsibility and to comply with the restrictions on the use of said real estate as noted above provided it has at least a leasehold interest in said real estate before it expends public funds with regards to same.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00), other good and valuable consideration and the mutual covenants contained herein, the parties hereto, do hereby agree as follows:

1. The VIA agrees and by these presents, does hereby let, demise and lease the property described in said deed recorded in said Book 282, Page 421 to the Town for a period of ten (10) years commencing with the date of this agreement.
2. This lease shall be subject to the conditions set forth in the said deed recorded in Book 282, Page 421 and the Town hereby agrees to abide by said conditions.
3. The VIA hereby agrees to hold the Town harmless from any and all loss caused by a breach of said conditions by the VIA during the said lease or and renewal thereof.
4. The Town will include Glen Mary Park under its liability insurance policy and name the VIA as additional insured.
5. The Town will keep said property for use by the public as a wading pool and ice skating area; will perform maintenance needs or use outside contractors as deemed necessary by the Town Manager and/or Public Works Director; and will further assume and have full jurisdiction to administer said property as a public park.
6. Within \_\_\_ months of the execution of this Lease Agreement, the VIA shall plan, design and complete construction of all renovations needed to open the Glen Mary wading pool facilities (wading pool, parking lot, fencing, treatment building, and changing rooms), including renovations to comply with ADA, to the public. The VIA shall be responsible for ensuring the wading pool facilities are fully licensed and remain in good working condition during the lease period. The VIA shall ensure renovations allow the wading pool to be operated in compliance with the rules and regulations governing the proper operation of wading pools.
7. The VIA and the Town agree that said property shall be maintained as a public park and operated for the use of the public for recreation and enjoyment as set forth herein.

8. Within twelve months of the execution of this Lease Agreement, the VIA agrees to fund and complete a Vegetation Management Plan (VMP). The purpose of the VMP is to guide the maintenance and stewardship of the property, and to bring together the diverse interests in the property, while also capturing current vegetation conditions and public use. The VMP will offer an important opportunity to set collective goals and prioritize actions. After review and comment by the Town, the VIA will present the VMP to the Parks and Recreation Committee for public comment and committee review prior to implementation. The VMP is intended to inform and direct the work of the VIA, volunteers, and the Town. Any annual funds needed to implement the final VMP above the amount funded in the Town's annual budget will be provided by the VIA or deferred to a future budget year.

9. The VIA hereby reserves the right to conduct maintenance trimming of trees and other natural vegetation in accordance with the VMP on the property during the term of this lease, but the Town shall be primarily responsible for such maintenance. Should the VIA exercise this right, the VIA shall coordinate the activities in advance with the Public Works Director.

10. All fixtures erected on and/or attached to the property by the Town may be removed by the Town at the termination of this lease, provided;

a. such removal shall not permanently or substantially damage any portion of the property as it existed prior to the commencement of this lease; and

b. such removal shall be made before the expiration of this lease.

11. In the event that additional uses for said property are deemed beneficial to the public and such use meets the deed conditions, upon agreement between the VIA and Town, capital improvements can be made in order to facilitate said uses.

IN WITNESS WHEREOF, the said Bar Harbor Village Improvement Association, by its President, Richard B. Cough, duly authorized, and the Town of Bar Harbor, by its Town Manager, Cornell Knight, duly authorized, have hereunto and another instrument of like tenor, agree to the above terms and conditions on this date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BAR HARBOR VILLAGE  
IMPROVEMENT ASSOCIATION**

By: \_\_\_\_\_  
Printed Name: Richard B. Cough  
Its President  
Hereunto duly authorized

STATE OF MAINE  
HANCOCK, ss.

\_\_\_\_\_, 2023

Personally appeared the above-named Richard B. Cough, individually and in his capacity as President of Bar Harbor Village Improvement Association, and acknowledged that the foregoing Glen Mary Wading Pool Lease which was signed on behalf of said Bar Harbor Village Improvement Association, and the said President acknowledged said instrument to be a free act and deed of said Bar Harbor Village Improvement Association.

Before me,

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

**TOWN OF BAR HARBOR**

By: \_\_\_\_\_  
Printed Name: Cornell Knight  
Its Town Manager  
Hereunto duly authorized

STATE OF MAINE  
HANCOCK, ss.

\_\_\_\_\_, 2023

Personally appeared the above-named Cornell Knight, in his capacity as Town Manager of the Town of Bar Harbor, and acknowledged that the foregoing Glen Mary Wading Pool Lease which was signed on behalf of said Town of Bar Harbor, and the said Town Manager acknowledged said instrument to be a free act and deed of said Town of Bar Harbor.

Before me,

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