

As approved by the Brunswick
Conservation Commission on 3/21/07

Memorandum of Agreement

This Memorandum of Agreement is entered into this ____ day of _____, 2007, between the Town of Brunswick (the “Town”) and Bowdoin College (the “College”) with respect to the following facts and circumstances:

1. Brunswick Naval Air Station (the “Base”) will close in 2011. Pursuant to the Base Closure Act, the Navy will dispose of much of the Base property through a variety of processes, including public benefit conveyances to eligible entities and outright sales.

2. The College and the Town each have an interest in acquiring property along the west side of the Base, which property is identified as Parcels 1A, 1B, 1C and 1D on the attached plan (the “Plan”). All boundaries shown on the Plan assume the continuation of the landing strips and their use for aviation purposes. If a decision is made that aviation use will be discontinued, these boundaries may change and the Town and the College will amend this Agreement to replace the Plan with an updated one showing the new Parcel boundaries.

3. Both the Town and the College may be eligible for public benefit conveyances.

4. The College and the Town desire to acquire the property identified on the Plan through other efforts if public benefit conveyances are not available.

5. The College and the Town wish to work together to support each other's public benefit conveyance applications and other efforts to acquire the property shown on the Plan to ensure the long term future of the area along the west side of the Base.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the College and the Town agree as follows:

1. The Town shall apply to the Department of Interior for a public benefit conveyance for the area identified on the Plan as Parcel 1A, excluding, however, those areas within Parcel 1A being conveyed to federal agencies, and the College will support the Town in that application. It is understood that the Town's intention is to preserve this property and to maintain its natural resource values, subject to appropriate management.

2. Should the Town be unsuccessful in its effort to obtain a public benefit conveyance of Parcel 1A, or be unable or unwilling to acquire it through purchase, then the College may acquire, by public benefit conveyance or purchase, Parcel 1A. If the College is successful in acquiring Parcel 1A, it will develop an appropriate management plan to protect Parcel 1A's natural resources in consultation with the Town, the Department of Conservation, and the Department of Inland Fisheries & Wildlife.

3. The College will apply to the Department of Education for a public benefit conveyance for the areas identified on the Plan as Parcels 1B, 1C and 1D, excluding, however, (i) those areas within these Parcels being conveyed to federal agencies; (ii) the conservation areas contained in Parcels 1B and 1C, as described in paragraphs 3A and 3B below; (iii) the trail corridor described in paragraph 4 below; and (iv) the parking area described in paragraph 6 below (the "College Parcels"), and the Town will support the College in that application. It is understood that the College's intention is to use the

College Parcels for educational and College-related purposes. Should the College be unsuccessful in its effort to obtain a public benefit conveyance of some or all of the College Parcels, the College may acquire some or all of these Parcels by purchase and the Town will support the College's acquisition of these Parcels.

A. With respect to Parcel 1B, the College will consult with the Department of Conservation and the Department of Inland Fisheries and Wildlife to establish an appropriate buffer to protect the pitch pine stand contained in Parcel 1A, it being understood that this buffer area, once identified, will be part of the Town's application for a public benefit conveyance. The College will support the Town in that application. Should the Town be unsuccessful in acquiring this buffer area, and should the College ultimately acquire it, the College will grant an easement to the Town preserving the buffer area.

B. With respect to Parcel 1C, the Department of Conservation and the Department of Inland Fisheries and Wildlife will be asked to conduct a survey of actual field conditions and compile a natural resources inventory in consultation with the College, its environmental consultant, and the Town. The College will apply for and locate any development in Parcel 1C so as to avoid any critical natural areas, including any buffers necessary to protect these areas (and the pitch pine stand in Parcel 1A), identified in the survey, it being understood that, based on current information, the parties expect the College to be able to develop a substantial portion of Parcel 1C. The Town will apply for a public benefit conveyance of any critical natural areas identified in this process and the College will support the Town in that application. For purposes of this agreement, "critical natural areas" means (i) state-defined rare natural communities (S1

and S2); (ii) habitat containing state-listed rare, threatened or endangered plant species or state-listed rare, threatened or endangered animal species; and (iii) a 75 foot (75') buffer on both sides of Mere Brook, subject to any crossings necessary for access to property acquired by the College.

C. With respect to Parcel 1D, the College will conduct field surveys prior to development and locate any development so as to minimize the impact on natural resources.

D. If the College elects to develop playing fields on Parcel 1C or 1D, it will work cooperatively with the Town to seek opportunities to share development costs and use of such fields, for so long as the College maintains such areas as playing fields.

4. The parties recognize that the public benefit conveyance process is uncertain. Accordingly, the parties agree to work together in this process to achieve the common objectives of affording the College development opportunities on the College Parcels, conserving natural resources, establishing public access, and creating a trail corridor along the west side of the Base for the use and enjoyment of the citizens of the Town. To that end, the Town and the College agree to submit parallel and reciprocal public benefit conveyance applications to the Department of the Interior and the Department of Education, respectively, requesting a conveyance in fee or grant of an easement to the Town of a two hundred (200') foot wide corridor intended to allow creation of a trail in a natural setting running through and connecting Parcels 1A, 1C, and 1D, in a location to be mutually agreed, subject to any constraints imposed by existing topography or other natural conditions. To the extent practical, the corridor shall be

located along the western edge of the Base next to the Harpswell Road. The College shall have the right to cross the corridor as necessary to access property it acquires.

5. Should the College's public benefit conveyance application be unsuccessful and the College acquire all or part of Parcels 1C or 1D by purchase, and should the Town be successful in acquiring Parcel 1A and/or Parcel 2, the College will grant a similar two hundred foot (200') wide corridor easement to the Town for the purpose of creating a trail in a natural setting as described above.

6. The Town will also apply for, and the College will support, a public benefit conveyance of approximately one (1) acre in Parcel 1D, across the Harpswell Road from and in the general vicinity of the existing Town Commons parking area, to be used for parking and access to the trail described above, such parking facility to be similar in character and size to the existing Town Commons parking lot.

7. The Town recognizes that the College Parcels will have to be zoned for appropriate College use and agrees to work cooperatively with the College to zone the College Parcels for College use. The Town also recognizes that the College will require access to the College Parcels by use of existing public streets (Harpswell Road and Pine, Hambleton, Bickford and/or Garrison Streets) that pass through a residential neighborhood zone and the Town will cooperate with the College as may be necessary in order to permit appropriate access.

8. The Town and the College will take whatever steps are appropriate or necessary to implement this Agreement, including but not limited to jointly working with the Brunswick Local Redevelopment Authority to adopt a reuse plan that incorporates the provisions of this Agreement.

TOWN OF BRUNSWICK

By: _____
Its

BOWDOIN COLLEGE

By: _____
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