WITHDRAWAL AGREEMENT
By and Between

Regional School Unit 39 and the Town of Limestone Withdrawal Committee

This Withdrawal Agreement, dated as of March 26, 2018 ("Agreement"), is entered into by and between Regional School Unit No. 39, a Maine regional school unit currently comprising the municipalities of Caribou, Stockholm and Limestone ("RSU 39") and the Town of Limestone Withdrawal Committee, a duly appointed municipal withdrawal committee representing the Town of Limestone ("Limestone" or the "Town") organized in accordance with 20-A M.R.S. § 1466(4)(A), and provides for withdrawal of Limestone from RSU 39.

The parties agree as follows:

1. **Purposes.** The purposes of this Agreement are:

   A. To provide for the timely and orderly withdrawal of Limestone from RSU 39 in accordance with 20-A M.R.S. § 1466;

   B. To provide educational continuity for all students residing in Limestone;

   C. To fairly allocate responsibility for RSU 39’s financial and contractual obligations; and

   D. To minimize the disruption to RSU 39’s educational programming and services, including without limitation the temporary and permanent financing, design, and construction of the ongoing, state-approved, Caribou Elementary School construction project approved by the voters of RSU 39; and to minimize any cost increases to taxpayers in Limestone and in RSU 39’s remaining municipalities that Limestone’s withdrawal may cause.

2. **Effective Date of Withdrawal.** Limestone shall withdraw from RSU 39 in accordance with the terms of this Agreement as of July 1, 2019 subject to adjustment as set forth below (the "Effective Date"). If there is a delay in the date that RSU 39 issues its permanent bonds for the Caribou Elementary School Project (currently expected to be issued in fall 2018 or spring 2019),
the Effective Date shall be adjusted to the July 1 next following RSU 39’s issuance of those permanent bonds. Notwithstanding the preceding sentence, if legislation substantially in the form of Exhibit A has become effective at least 30 days prior to the application deadline for the spring 2019 issue of the Maine Municipal Bond Bank, the Effective Date shall not be delayed by reason of a delay in the issuance of those permanent bonds. If there is a delay in the Effective Date beyond July 1, 2019, the amount that Limestone shall be liable to RSU 39 for tuition under Paragraph 4 will be reduced by $100,000 for each year that the Effective Date is delayed beyond July 1, 2019, provided that the delay in issuing those bonds is not attributable to litigation or threatened litigation initiated by Limestone against RSU 39. As of the Effective Date, Limestone shall no longer be a member of the RSU 39 school administrative unit. As of the Effective Date, Limestone shall be a separate municipal school administrative unit comprised solely of Limestone. Thereafter, if Limestone joins, merges or otherwise combines with one or more other school administrative units into a new school administrative unit, Limestone’s obligations under this Agreement shall be binding on that successor school administrative unit. For the purposes of this Agreement the term “New Limestone SAU” shall mean the municipal school administrative unit comprised solely of Limestone, or any school administrative unit that Limestone may join, merge with or otherwise be included in as a member.

3. **Continuity of Educational Services.** The New Limestone SAU will provide continuity of educational services to its students, as follows:

A. **Limestone Students Attending New Limestone SAU Schools:** The New Limestone SAU will provide educational services for grade K-12 students at Limestone Community School in the same manner that educational services were provided when Limestone became a member of RSU 39. In the event that educational services for grades 9 to 12 students are not provided at Limestone Community School, the New Limestone SAU will separately contract with another school administrative unit(s) to serve as the school of guaranteed acceptance for students in those grades.

B. **Statutory Right of Students to Continued Enrollment in First Year Following Withdrawal:** In accordance with Section 1466(4)(A)(1) of Title 20-A, any student in grades K-12 residing in Limestone who attends an RSU 39 school outside of Limestone and is enrolled in that school at
the close of the school year prior to the Effective Date, and any student in grades K-12 residing in Limestone who would have attended an RSU 39 school outside of Limestone during the school year following withdrawal if Limestone had not withdrawn from RSU 39, may continue to attend that same RSU 39 school during the first year after withdrawal, and the New Limestone SAU shall pay tuition and costs as described in Section 4(A) and (B) of this Agreement. Any student in grades K-12 residing in an RSU 39 municipality other than Limestone who attends Limestone Community School and is enrolled in that school at the close of the school year prior to the Effective Date, or any student in grades K-12 residing in an RSU 39 municipality other than Limestone who would have attended Limestone Community School during the school year following withdrawal if Limestone had not withdrawn from RSU 39, may continue to attend Limestone Community School during the first year after withdrawal. For students in the remaining RSU 39 municipalities who attend Limestone Community School in the school year following withdrawal, RSU 39 shall pay tuition and costs as described in Section 4(A) and (B). The Superintendents of RSU 39 and the New Limestone SAU shall determine enrollments for students in accordance with applicable law.

C. **Ten Year Non-Exclusive Agreement Regarding Secondary Tuition Students.** For a period of 10 years following the Effective Date, and in addition to any school of guaranteed acceptance that Limestone may provide for its secondary students, the New Limestone SAU shall permit its resident secondary students the choice to attend high school in RSU 39 as tuition students pursuant to chapter 219 of Title 20-A, and RSU 39 agrees to accept Limestone secondary students as tuition students under the terms and conditions of this Agreement. The parties do not intend RSU 39 to be the school of guaranteed acceptance for Limestone secondary students. Limestone agrees the contract for the school of guaranteed acceptance and any other secondary tuition contracts shall be non-exclusive so as to permit the choice provided by this Agreement, provided that nothing in this Agreement shall limit the New Limestone SAU’s right to operate grades 9 to 12, or any combination of these grades. Limestone secondary students attending RSU 39 secondary school pursuant to this agreement are tuition students, not tuition contract students, and they shall have the same statutory right to notice of discontinuance as is provided by state law. Notwithstanding the preceding sentence, however, Limestone students in grade 8 as of the date of any such notice (who retain Limestone or RSU 39 residency) shall be permitted to matriculate as grade 9 secondary students at RSU 39, and those who do, as well as Limestone students attending
high school in RSU 39 as of the date of any such notice (who retain Limestone or RSU 39 residency) shall be considered “grandfathered” for purposes of completing high school in RSU 39, subject to all applicable laws, rules and policies.

4. **Tuition.**

   A. **Elementary Tuition.** The tuition rate for Limestone resident elementary students attending an RSU 39 school in the first year after withdrawal pursuant to this Agreement shall be the RSU 39 elementary tuition rate established by the Maine Department of Education pursuant to 20-A M.R.S. §5804; and the tuition rate for RSU 39 students residing outside of Limestone who attend Limestone Community School pursuant to this Agreement shall be the New Limestone SAU’s elementary tuition rate established by the Maine Department of Education pursuant to 20-A M.R.S. §5804.

   B. **Secondary Tuition.** The tuition rate for Limestone resident secondary students attending an RSU 39 school in the first year after withdrawal pursuant to this Agreement shall be the RSU 39 secondary tuition rate established by the Maine Department of Education pursuant to 20-A M.R.S. §5805, except that the State average tuition limitation of 20-A M.R.S. §5805(2) shall not apply.

   Following the first year after withdrawal, the tuition rate for Limestone resident secondary students attending RSU 39 schools as tuition students pursuant to this Agreement shall be the maximum allowable tuition rate as defined in 20-A M.R.S. §5805(2).

   C. **Tuition Invoices and Payment.** RSU 39 will invoice the New Limestone SAU, and the New Limestone SAU will invoice RSU 39, for tuition calculated in accordance with this Agreement on a quarterly basis payable on or before August 1, November 1, February 1, and May 1, with a reconciliation after the Department of Education sets final tuition rates and during the fiscal year in which the tuition costs are incurred.

   D. **Right to Continued Enrollment in RSU 39 Schools.** On or before the first day of January prior to any school year of this Agreement that the New Limestone SAU does not operate grades
9 through 12, the Superintendent of RSU 39 and the Superintendent of the New Limestone SAU (hereinafter the “Superintendents”) shall confer with each other and shall develop a list of those students who reside in Limestone who are expected to attend RSU 39 schools for the subsequent school year as tuition students.

E. **Limestone Special Education Students Attending New Limestone SAU Schools: Out of District Placements.** The New Limestone SAU at its sole expense will provide for continuity of programming for all special education students residing within the Town of Limestone attending Limestone Community School and attending out of district schools. The New Limestone SAU assumes all responsibilities for decisions, and all costs, related to special education for these students.

F. **Limestone Special Education Students Attending RSU 39 Schools.** For students residing in Limestone attending an RSU 39 school pursuant to this Agreement, RSU 39 shall provide all special education and related special education services required by the IEP prepared by each student’s IEP Team to the extent that RSU 39 has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether RSU 39 can implement the terms of the IEP, and whether RSU 39 has an appropriate program or placement for a student pursuant to the requirements of the IEP, shall be made by RSU 39 after a careful review of the IEP for the student. In no event shall RSU 39 refuse to provide needed special education services as provided in the IEP for students residing in Limestone who are permitted to attend an RSU 39 school under this Agreement, except for student removals of not more than 10 cumulative school days in the school year, when the student has been properly expelled from RSU 39, or when RSU 39 has determined that RSU 39 cannot provide an appropriate program or placement for that student. The New Limestone SAU’s Director of Special Education Services (or other administrative designee) shall represent the New Limestone SAU for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for Limestone students attending an RSU 39 school. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, the Limestone SAU’s representative at that Team meeting shall make the decisions on
those issues, subject to the parent’s due process rights in relation thereto. RSU 39 personnel will work cooperatively with the Limestone SAU’s representative, and, upon request will provide the Limestone SAU’s representative with all information regarding classroom observations, student performance, academic achievement testing, and functional behavior assessment components of the student evaluation process. The Limestone SAU’s representative shall provide input to RSU 39’s Special Education Director (or other administrative designee) on the proper implementation of the IEPs of Limestone special education students attending an RSU 39 school or perceived deficiencies in IEP implementation. RSU 39 shall consider that input in good faith and RSU 39 shall respond in an appropriate manner consistent with the terms of this Agreement.

The New Limestone SAU shall be responsible for all the costs of special education, whether or not those costs qualify for state subsidy, for special education students residing in Limestone attending an RSU 39 school pursuant to the terms of this Agreement. The New Limestone SAU shall pay RSU 39 for the special education costs of any such student as follows:

The tuition rate calculations under sections 5804 and 5805 of Title 20-A expressly exclude expenditures for special education. Therefore, in accordance with Chapter 101 of the Rules of the Maine Department of Education, Maine Unified Special Education Regulation, Section IV(4)(A) and (B), the New Limestone SAU, in addition to the tuition for those students as calculated under sections 5804 or, as applicable, 5805, of Title 20-A, shall be responsible for the actual costs of special education for those students, including special education transportation costs and costs for facilities modifications required to accommodate the students. For purposes of this paragraph, special education shall include non-special education 504/ADA plans and services and special education costs shall include costs of non-special education 504/ADA plans and services and reasonable attorneys’ fees incurred by RSU 39 in connection with disputes with third parties over delivery of special education services and/or section 504/ADA plan services for individual Limestone students. RSU 39 shall provide itemized invoices to the New Limestone SAU for such special education costs, on a quarterly basis payable on or before August 1, November 1, February 1, and May 1 with a final reconciliation prior to the end of the fiscal year in which the special education costs are incurred.
G. **RSU 39 Special Education Students Attending Limestone Community School.** For students residing in an RSU 39 municipality other than Limestone and attending Limestone Community School in the first year after withdrawal pursuant to this Agreement, the New Limestone SAU shall provide all special education services required by the IEP prepared by each student’s IEP Team to the extent that the New Limestone SAU has an appropriate program to meet the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether the New Limestone SAU can implement the terms of the IEP, and whether the New Limestone SAU has an appropriate program or placement for a student pursuant to the requirements of the IEP shall be made by the New Limestone SAU after a careful review of the IEP for the student. In no event shall the New Limestone SAU refuse to provide needed special education services as provided in the IEP for students residing in RSU 39 who are permitted to attend Limestone Community School under this Agreement, except for student removals of more than 10 cumulative days in the school year, when a student has been properly expelled from the New Limestone SAU, or when the New Limestone SAU has determined that it cannot provide an appropriate program or placement for a student.

RSU 39’s Director of Special Education Services (or other administrative designee) shall represent RSU 39 for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for RSU 39 students attending New Limestone SAU schools. In the event that the IEP Team is unable to reach consensus on issues that are the responsibility of the IEP Team, RSU 39’s representative at that Team meeting shall make the decisions on those issues, subject to parental due process rights in relation thereto. New Limestone SAU personnel will work cooperatively with RSU 39’s representative, and upon request will provide RSU 39’s representative with all information regarding classroom observations, student performance, academic achievement testing and functional behavior assessment components of the student evaluation process. RSU 39’s representative shall provide input to the New Limestone SAU’s Special Education Director (or other administrative designee) on the proper implementation of the IEPs of RSU 39 students attending New Limestone SAU schools or perceived deficiencies in IEP implementation. The New Limestone SAU shall consider that input in good faith and shall respond in an appropriate manner consistent with the terms of this Agreement.
RSU 39 shall be responsible for all the costs of special education, whether or not those costs qualify for state subsidy, for special education students residing in RSU 39 municipalities who attend Limestone Community School pursuant to the terms of this Agreement. RSU 39 shall pay the New Limestone SAU for the special education costs of any such student as follows:

The tuition rate calculations under 20-A M.R.S. §§ 5804 and 5805 expressly exclude expenditures for special education. Therefore, in accordance with Chapter 101 of the Rules of the Maine Department of Education, Maine Unified Special Education Regulation, Section IV(4)(A) and (B), RSU 39, in addition to the tuition payments required under this Agreement, shall be responsible for the actual costs of special education for RSU 39 students attending New Limestone SAU schools, including special education transportation costs and costs for facilities modifications required to accommodate the students. For purposes of this paragraph, special education shall include non-special education 504/ADA plans and services and special education costs shall include costs of non-special education 504/ADA plans and services and reasonable attorneys’ fees incurred by the New Limestone SAU in connection with disputes over delivery of special education services and/or Section 504/ADA plan services for individual RSU 39 resident students. The New Limestone SAU shall provide itemized invoices to RSU 39 for such special education costs on a quarterly basis payable on or before August 1, November 1, February 1, and May 1 with a final reconciliation prior to the end of the fiscal year in which the special education costs are incurred.

H. New Limestone SAU to Participate in Caribou Regional Technology Center. Upon withdrawal, the New Limestone SAU shall take necessary steps to become an affiliated member, if applicable, or otherwise to participate in Caribou Regional Technology Center, including any reporting obligations for RSU 39 to receive subsidy for Limestone resident students attending Caribou Regional Technology Center.

5. Need for School Construction. The Parties agree that the withdrawal will not cause a need within 5 years from the Effective Date for school construction projects that would be eligible for state funds. This does not include a need for a school construction project that existed prior to the Effective Date or a need that would have arisen even if Limestone had not withdrawn.
6. **Transportation.** RSU 39 shall not be required to provide transportation services for Limestone students attending an RSU 39 school pursuant to this Agreement. Currently, RSU 39 owns 26 registered school buses and 4 vans. The parties have identified 6 buses currently assigned to Limestone, bus #s 1, 7, 8, L3, L5 and L14 that will be transferred by RSU 39 to the New Limestone SAU on the effective date of withdrawal. RSU 39 will also transfer the 2014 Dodge van and a plow truck to Limestone. See Exhibit B for a list of the buses and van to be transferred.

7. **Allocation and Distribution of Financial Commitments and Services under Long Term Contracts.** By way of clarification, this section addresses certain long term financial commitments. Collective bargaining agreements and rights of continuing contract employees are addressed elsewhere in this Agreement.

A. **Employment Commitments.** RSU 39 shall be responsible at its own expense for any long term individual employment contracts with RSU 39 administrators or staff. The New Limestone SAU shall be responsible at its own expense for any long term individual employment contracts it may require with New Limestone SAU administrators or staff.

B. **Other RSU 39 Financial Commitments: Vendor contracts.** The New Limestone SAU agrees to assume and be solely liable for and at its own expense to pay any amounts that accrue on or after the Effective Date under any contracts and agreements, including without limitation service, maintenance, consulting or other contracts and agreements, to the extent related to maintenance, care and servicing of Limestone Community School or equipment and other tangible personal property located at or servicing Limestone Community School. These contracts are listed in Exhibit C.

RSU 39 may amend the contracts listed in Exhibit C, or their successor contracts, to exclude Limestone Community School as of the Effective Date, and the New Limestone SAU shall be solely responsible for the pricing and terms of replacement contracts for these services at Limestone Community School on and after the Effective Date. To the extent the vendor is not agreeable to replacement contracts, the New Limestone SAU shall comply with the terms and
conditions of the existing contract, shall not exercise any right of non-appropriation without the consent of RSU 39, and shall promptly pay invoices of RSU 39 for an equitable pro rata share of each payment obligation, as reasonably determined by agreement of RSU 39 and the New Limestone SAU.

8. **Financial Commitments from Outstanding Bonds, Notes, and Lease Purchase Agreements: Contingent Liabilities.**

   A. **Debt and Lease Purchase Obligations Generally.** Pursuant to 20-A M.R.S. § 1466(16)(A), whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness, provided that the withdrawal agreement may provide for alternate means for retiring outstanding indebtedness.

   B. **Debt, Lease Purchase and Lease Obligations, as Issued by RSU 39.** As of the date of this Agreement, RSU 39 has issued, or has authorized but not yet issued, the following bonds, notes, lease purchase agreements, and lease obligations that will remain outstanding as of the Effective Date.
<table>
<thead>
<tr>
<th>Date Issued</th>
<th>Purpose/Type</th>
<th>Maturity Date</th>
<th>Outstanding Principal Balance as of June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 13, 2011</td>
<td>Biomass Boiler at Limestone Community School</td>
<td>January 1, 2022</td>
<td>$318,835.02</td>
</tr>
<tr>
<td>March 17, 2017</td>
<td>New Caribou Elementary School</td>
<td>April 10, 2018</td>
<td>None, temporary note to be refunded by April 10, 2018</td>
</tr>
<tr>
<td>TBD</td>
<td>New Caribou Elementary School</td>
<td>TBD</td>
<td>Up to $48,142, 535 in notes which will be local obligations until refunded with permanent bonds (see below)</td>
</tr>
<tr>
<td>TBD</td>
<td>New Caribou Elementary School</td>
<td>May 2019 (estimated) per DOE</td>
<td>Up to $48,142,535; up to $45,640,112 state subsidized and up to $2,502,423 locally funded</td>
</tr>
</tbody>
</table>

For any debt issued or incurred by RSU 39, or authorized but not yet issued, before Limestone withdraws, RSU 39 will remain intact for purposes of retiring and securing that indebtedness. The New Limestone SAU hereby agrees to assume, and at its own expense to pay on or before the due date, all debt that relates solely to school facilities located in Limestone, including the debt for the biomass boiler at Limestone Community School, and RSU 39 hereby agrees to assume, and at its own expense to pay on or before the due date, all locally funded debt that relates solely to school facilities located in Caribou or Stockholm, except for locally funded debt related to the New Caribou Elementary School, as described below. In accordance with 20-A M.R.S.A. §1466 (16)(A), as an alternate means of retiring indebtedness that relates solely to
school facilities located in Limestone, such indebtedness will be paid entirely from funds of the New Limestone SAU with no contribution or participation by RSU 39, and as an alternate means of retiring locally funded indebtedness that relates solely to school facilities located in Caribou or Stockholm, such indebtedness will be paid entirely from funds of the RSU 39 with no contribution or participation by the New Limestone SAU. Instead of paying a 15.14% share of the principal and interest on locally funded indebtedness on the New Caribou Elementary School (Limestone’s estimated share of that indebtedness had Limestone remained part of RSU 39 following the referendum on the New Caribou Elementary School), and in full satisfaction to RSU 39 for any of that principal or interest indebtedness, the New Limestone SAU shall pay RSU 39 the liquidated sum of $150,000 in two equal installments of $75,000 each. The installments shall be paid on October 1 and April 1 of the first year after the Effective Date. This amount represents 7.39% of the difference between the approved locally funded portion ($2,502,423) and the amount of cash donations received by and pledge commitments made to RSU 39 through fundraising for the locally funded portion of that project as of February 1, 2018 ($474,825). After the Effective Date, the Limestone SAU will pay RSU 39 its state-calculated allocable share of any debt service for the New Caribou Elementary School that is approved for purposes of state debt service subsidy.

To the extent requested by the Maine Municipal Bond Bank (the “Bond Bank”) with respect to outstanding bonds issued, or authorized and to be issued, by RSU 39 and held by the Bond Bank, RSU 39 shall have its bond counsel prepare and submit an opinion to the Bond Bank that this Agreement does not affect the Bond Bank’s substantive rights to enforce the terms of such outstanding bonds. RSU 39 and Limestone shall share equally the costs of any opinions required by the Maine Municipal Bond Bank as a result of Limestone’s withdrawal from RSU 39, provided that Limestone’s share shall not exceed $2,500.

C. Financial Commitments Issued Prior to Vote to Withdraw. Prior to the Effective Date, RSU 39 may issue bonds or notes to enter into additional lease purchase financing arrangements other than those shown in Paragraph B to upgrade facilities at the RSU’s schools for other purposes. Such improvements are not currently contemplated, but may be necessary in case of a failure of a structure or building system or other need. For any such debt issued or incurred by
RSU 39 before Limestone votes to withdraw, RSU 39 will remain intact for purposes of retiring and securing that indebtedness. If Limestone subsequently votes to withdraw and if such bonds, notes or lease purchase obligations relate solely to school facilities located outside of Limestone, as an alternate means for retiring such indebtedness or lease purchase obligations under 20-A M.R.S. § 1466(16), RSU 39, exclusive of Limestone, hereby agrees to pay such indebtedness. Where possible during this period, RSU 39 shall issue any bond which relates to school facilities in Limestone separately from any other bond which benefits schools in other RSU 39 municipalities. To the extent that such bonds, notes or lease purchase obligations relate solely to school facilities located in Limestone, as an alternate means of retiring this indebtedness or lease purchase obligations, the New Limestone SAU hereby agrees to assume, and at its own expense to pay on or before the due date, such indebtedness entirely from funds of the New Limestone SAU with no contribution or participation by RSU 39. To issue such obligations on a tax advantaged (tax exempt or tax credit) basis, RSU 39 may have to make certain certifications and representations with respect to compliance with provisions of the Internal Revenue Code of 1986, as amended (the “Code”). These certifications and representations, in part, ensure the holder that the financial obligations retain their tax advantaged status. With respect to obligations relating to school facilities located in Limestone, following withdrawal, the New Limestone SAU shall be responsible for continued compliance with any such certifications and representations with respect to the financial obligations, the proceeds of the financial obligations, and the financed property. By this Agreement, the New Limestone SAU shall be fully bound by all of the terms and representations made by RSU 39 in connection with the issuance of any such financial obligations.

D. **Lease Purchase and Other Agreements.** As of the Effective Date, the New Limestone SAU will assume all lease purchase and other agreements that relate to buses, photocopiers, other equipment, or real or personal property transferred to the New Limestone SAU or that relate to the New Limestone SAU schools. Prior to the Effective Date, the Superintendent of RSU 39 shall compile a list of such agreements to be attached to this Agreement as Exhibit C.

E. **Contingent Liabilities.** The Parties acknowledge that RSU 39 may be liable for future legal claims based on incidents arising prior to the Effective Date, when Limestone was a member of RSU 39. The New Limestone SAU shall be responsible for and agrees to pay 15.14%
of RSU 39’s costs, expenses, damages, and other losses arising from such claims, including costs
to defend such claims, to the extent that RSU 39’s costs, expenses, damages, and other losses are
not covered by insurance or other sources. RSU 39 shall give written notice of such claims to the
New Limestone SAU within 30 days after RSU 39 receives notice of a claim. RSU 39 shall
regularly update the New Limestone SAU regarding the status of such claims, and shall consult
with the school board or as applicable the superintendent of the New Limestone SAU before
entering into a settlement of such claims. Until the Effective Date, RSU 39 agrees to use
commercially reasonable efforts to maintain insurance coverage on all real and personal property
owned by RSU 39 that is no less than the insurance coverage in effect as of May 16, 2017.

In the event that RSU 39 becomes the subject of a federal or state audit for a period when
Limestone was a member of RSU 39 and as a result of such audit, RSU 39 becomes subject to
any payment obligation or withholding by federal or state authority, then the New Limestone
SAU shall reimburse RSU 39 for 15.14% of the amount of such payment obligation or
withholding relating to the period when Limestone was a member of RSU 39 including without
limitation, any interest and penalties thereon, within thirty (30) days of any such payment by
RSU 39 or any such withholding from RSU 39. If as a result of such audit RSU 39 receives any
rebate, refund, credit or overpayment from any federal or state authority, then RSU 39 shall
reimburse the New Limestone SAU for 15.14% of such rebate, refund, credit or overpayment
within thirty (30) days of receipt of any such payment or credit to RSU 39.

9. **New Financial Commitments Issued After Vote to Withdraw but Prior to the**
**Effective Date.** If Limestone votes to withdraw from RSU 39, during the period between the
date of the vote to withdraw and the Effective Date, pursuant to applicable provisions of law
(including without limitation sections 5721, 5724(4) and 5772 of Title 30-A), Limestone shall
have the responsibility to issue such debt (including lease purchase agreements) as it deems
necessary to make unexpected or emergency repairs, or other renovations as it deems necessary,
to Limestone Community School. If Limestone issues a bond or note or enters into a lease
purchase agreement for such repairs, renovations or upgrades, these obligations shall be issued in
the name of Limestone and shall be the sole responsibility of Limestone with no contribution
from RSU 39. Until the school is transferred to the New Limestone SAU, the parties shall
reasonably cooperate to complete the financed renovations, upgrades or repairs to effect the same
without unnecessarily interfering with the operation of the school.

In addition, if Limestone votes to withdraw from RSU 39, during the period between the date of the vote and the Effective Date, RSU 39 may issue bonds or notes or enter into lease purchase financing arrangements other than those shown in Paragraph 8(B), to upgrade facilities at RSU 39 schools located outside of Limestone and for other purposes. Pursuant to 20-A M.R.S. § 1466(16), RSU 39 will remain intact for purposes of retiring and securing that indebtedness. To the extent that such bonds, notes or lease purchase agreements relate to facilities located outside of Limestone, RSU 39 hereby agrees to assume, and at its own expense to pay, such obligations entirely from its own funds with no contribution or participation from the New Limestone SAU.

10. **Undesignated Fund Balance.** Within thirty (30) days of a finalized audit for the year prior to the Effective Date, RSU 39 shall pay to the New Limestone SAU 15.14% of RSU 39’s undesignated fund balance as of the June 30 immediately preceding the Effective Date. Funds for summer salary and benefit obligations for that year shall not be included in RSU 39’s undesignated fund balance as of June 30 of that year, but rather shall be treated as encumbered funds to be used to pay salary and benefit obligations of RSU 39. Within thirty (30) days of that finalized audit, RSU 39 shall pay to the New Limestone SAU the Limestone School Reserve Fund as of June 30 of the year prior to the Effective Date. Within thirty (30) days of that finalized audit, RSU 39 shall pay to the New Limestone SAU all other reserve funds, scholarship funds, grant moneys and donations that are specifically dedicated to the Limestone Community School or to Limestone students, and 15.14% of all capital reserve accounts held by RSU 39 as of June 30 of the year prior to the Effective Date, less amounts approved for capital projects by RSU 39 voters. The audit relied upon by RSU 39 to determine the amount of the year end undesignated fund balance, Limestone School Reserve Fund balance, balances for the capital reserve accounts, and balances for reserve funds, scholarship funds, grant moneys and donations dedicated to Limestone Community School or to Limestone students shall be based upon, and shall take into account accrued expenses pursuant to generally accepted accounting principles.

11. **Collective Bargaining Agreements.** RSU 39 is a party to the following collective bargaining agreements:
<table>
<thead>
<tr>
<th>Union</th>
<th>Bargaining Unit</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern Aroostook Education</td>
<td>Teachers, Librarians/Media Specialists, Speech Therapists, Occupational Therapists, Physical Therapists</td>
<td>August 1, 2016 to July 31, 2019</td>
</tr>
<tr>
<td>Association Education Support Staff Unit</td>
<td>Educational Technicians I, II, III, School Secretaries</td>
<td>July 1, 2015 to June 30, 2018</td>
</tr>
</tbody>
</table>

A. Collective bargaining agreements that are in effect on the Effective Date and that expire after the Effective Date shall, to the extent they cover employment positions that will be included in the New Limestone SAU, be assigned to and assumed by the New Limestone SAU as of the Effective Date. Prior to the Effective Date, the Superintendent of Schools of RSU 39 shall compile a list of positions located at Limestone Community School which list shall be attached to this Agreement as **Exhibit D**. If withdrawal is approved by the voters of Limestone, RSU 39 shall have no further authority to bargain with respect to employment positions to be assigned to the New Limestone SAU for any period following the Effective Date.

B. If any collective bargaining agreement covering employment positions to be included in the New Limestone SAU has expired and no successor agreement has been executed as of the Effective Date, New Limestone SAU shall maintain the static status quo existing under the expired agreement with regard to employment positions that will be included in the New Limestone SAU.

C. Employees occupying employment positions that are included in existing bargaining units and are to be included in the New Limestone SAU shall continue to be represented by the bargaining agents representing them before the Effective Date.

D. Positions of employees who work more than 50% of their time at schools or in positions...
serving the Limestone Community School shall be assigned to the New Limestone SAU.

E. Prior to the Effective Date, RSU 39 shall not make decisions affecting employment positions that will be included in the New Limestone SAU for the sole purpose of interfering with the New Limestone SAU’s efforts to retain employees in such positions. The parties acknowledge, however, that RSU 39 has a statutory obligation to bargain in good faith with its employees, some of whom may become employees in the New Limestone SAU in the future, and further that RSU 39 reserves its rights to manage its school system and make pedagogical and program decisions in good faith and with the best interests of RSU 39 students and taxpayers in mind. Without limitation of the foregoing, the parties acknowledge that some Limestone Community School staff have requested that RSU 39 bargain the issue of bumping rights, and nothing contained herein is intended to preclude RSU 39 from its management decisions with respect to such request, or other requests of current RSU 39 staff for changes in their wages, benefits, hours, or working conditions.

12. **Continuing Contract Rights under Section 13201.**

A. On the Effective Date, all continuing contract teachers assigned to the New Limestone SAU, and having a right to continued employment as of the Effective Date, shall become continuing contract teachers of the New Limestone SAU. Prior to the Effective Date, the Superintendent of Schools of RSU 39 shall compile a list of continuing contract teachers and probationary teachers with their number of years of service toward continuing contract status, assigned to the Limestone schools. This list shall be attached to this Agreement as Exhibit E.

B. The New Limestone SAU shall credit probationary teachers assigned to the New Limestone SAU who become employees of the New Limestone SAU with prior consecutive years of probationary service, if any, that they accumulated as employees of RSU 39.

C. The RSU 39 Board shall refrain from filling positions at Limestone Community School for periods of employment beginning on or after the Effective Date. The New Limestone SAU shall be responsible for decisions on new probationary contracts or continuing contracts to probationary teachers occupying positions assigned to the New Limestone SAU for periods of
employment beginning on or after the Effective Date and shall assume responsibility under 20-A M.R.S. §§ 13201 and 13303 to notify any employees whose positions are assigned to the New Limestone SAU of its intent with respect to their employment following the Effective Date.

13. **Disposition of Real and Personal Property.** Except as expressly provided otherwise herein, the New Limestone SAU shall be responsible for the cost, including any attorneys’ fees, for all recording, registration and filing fees; and all transfer, re-titling, inspection and other fees or charges of any governmental authority to effectuate the transfer of any property pursuant to this Agreement. All transfers and assignments shall be without warranty or covenant of title of any kind, and subject to rights and interests of lessors, lessees, secured parties, and others, if any, whether or not recorded or filed of record.

A. **Real Property:** RSU 39 shall convey all right, title and interest in and to the Limestone Community School premises (including but not limited to the LandLab property) to the New Limestone SAU, including the building, grounds and all improvements and fixtures thereon, all as set forth on Exhibit F attached hereto and made a part hereof (collectively, the “Real Estate”) by quitclaim deed. RSU 39 shall be responsible for preparing the deed and the New Limestone SAU shall reimburse RSU 39 for the costs of that preparation.

B. **Personal Property:** All right, title and interest of RSU 39 in and to the 6 school buses and 1 van listed in Exhibit B, and all tangible personal property of RSU 39, including moveable equipment, furnishings, textbooks and other curriculum materials, athletic equipment, uniforms, supplies, and inventories, located within or on Limestone Community School premises during the year prior to the Effective Date, shall become the property of the New Limestone SAU on the Effective Date. RSU 39 shall be responsible for transferring the bus title certificates and for preparing a quitclaim bill of sale for the personal property to be transferred, and the New Limestone SAU shall reimburse RSU 39 for the costs of that preparation.

As of the Effective Date, license agreements and software for the direct operation of Limestone Community School and equipment and other tangible personal property transferred by this Agreement shall be assigned by RSU 39 to the New Limestone SAU to the extent permitted by the terms of the licensing or software agreements, and to the extent such transfer is permissible
under the terms of such agreements without imposition of any additional fee or cost to RSU 39 or any limitation or restriction on RSU 39’s use of such license or software agreement in connection with RSU 39’s other facilities, equipment and operations. For purposes of the preceding sentence, “direct operation” does not include RSU 39’s software and licenses pertaining to its central office operations serving its schools, including Limestone Community School. Thus for example, RSU 39’s accounting software is not assigned or transferred under this Agreement. The New Limestone SAU shall be responsible for purchasing all of its central office licenses and software, including accounting software. Any transfers of software and license agreements are further subject to the terms and conditions of such agreements, which the New Limestone SAU assumes and agrees to pay.

C. MSSM Lease. Maine School of Science and Mathematics has a year-to-year lease with RSU 39. RSU 39 will cooperate in good faith with the New Limestone SAU and MSSM in connection with the New Limestone SAU’s assumption and continuation of the lease relationship with MSSM following the Effective Date.

D. Cooperation: Records. RSU 39 and Limestone shall reasonably cooperate to effect the withdrawal. All RSU 39 files and records in any form, including computer files, shall remain the property of RSU 39. Files and records applicable to Limestone, Limestone employees or Limestone students, to the extent reasonably necessary and not prohibited by applicable privacy, confidentiality or other laws, shall be made available solely to duly authorized school officials of the New Limestone SAU for (i) review at an agreed time following reasonable notice during the regular business hours of RSU 39 and (ii) copying at the expense of the New Limestone SAU upon the request of the New Limestone SAU. RSU 39 shall not be required to create records not otherwise in its possession, and copying of computer files shall be done in whatever medium is convenient for RSU 39.

14. Transition of Administration and Governance. If this Agreement is approved by the Commissioner of Education and the voters of Limestone, the administration and governance of education for Limestone students will be transferred from RSU 39 to the New Limestone SAU as
of the Effective Date. Prior to the Effective Date, Limestone shall elect a school board ("School Board"). The School Board shall have authority to take all actions necessary to prepare for the establishment of the New Limestone SAU, including but not limited to establishing a budget for the fiscal year that commences on the Effective Date, and shall constitute the governing committee of the New Limestone SAU.

If this withdrawal agreement is approved by the Commissioner of Education and the withdrawal of Limestone as of the Effective Date is approved by the voters of Limestone, the voters of Limestone shall not participate in the approval of the RSU 39 budget or other RSU 39 budget or other matters for the fiscal year commencing on the Effective Date at either the budget meeting or the budget validation referendum.

15. **Dispute Resolution.** Any dispute between the New Limestone SAU and RSU 39 (each a "Party" and collectively the "Parties") arising out of or relating to this Agreement shall be resolved in accordance with this section 15. Either Party may give written notice of a dispute arising out of or related to this Agreement to the other Party by certified mail, return receipt requested. The Parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the notified Party. If the dispute has not been resolved within said thirty (30) days, either Party may serve written notice by certified mail, return receipt requested, on the other Party of a request for mediation, which request shall trigger required mediation between the Parties. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of the request for mediation. The Parties shall share the cost of the mediator, but each shall bear its own costs related to mediation. If the Parties are not able to reach agreement with the assistance of the mediator, then each retains all rights and remedies provided by law, including the right to initiate and pursue litigation.

16. **State and Local Approval.** This Agreement is subject to approval by the Maine Commissioner of Education as required by 20-A M.R.S. § 1466(4)(B) and approval by a majority of the voters of the Town of Limestone at a referendum conducted in Limestone as required by
17. **Applicability to Successor School Administrative Units.** Upon approval by the Maine Commissioner of Education and pursuant to 20-A M.R.S. § 1466(9) approval by a majority vote of the Town of Limestone with the total number of votes equaling or exceeding 50% of the total number of votes cast for Governor in the Town of Limestone in the last gubernatorial election, this Agreement shall be binding upon the Town of Limestone, the New Limestone SAU, and any successor school administrative units that the New Limestone SAU may join, merge with or otherwise be included in as a member, and on RSU 39 and its successor school administrative units. Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which Limestone, the New Limestone SAU, or RSU 39, or their respective successor school administrative units, is or becomes a party.

18. **Amendment.** This Agreement may be amended by vote of the RSU 39 school board and the elected school board of the New Limestone SAU, either before or after the Effective Date. Any such amendment shall be effective only if in writing, signed by duly authorized representatives of the parties to the amendment. No such amendment shall be effective unless approved by the Commissioner of the Maine Department of Education.

19. **Termination.** This Agreement may be terminated only by a writing executed on behalf of the RSU 39 school board and the elected school board of the New Limestone SAU with the prior written approval of the Commissioner of Education. Any such termination shall be on terms that, in the written opinion to bond counsel to RSU 39, will not impair or adversely affect the substantive rights of the holders of the bonds and lease purchase obligations of RSU 39.

20. **Miscellaneous.** This Agreement may not be assigned and shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine, without regard to any of its conflict of laws principles. This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. Each Party represents that its signatory to this Agreement is duly authorized by that Party to execute this Agreement and in so doing to bind that Party to its terms. The headings and subheadings of the sections and
paragraphs of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner. If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[Signature Page Follows]

Signed at Limestone, this 26th day of March, 2018

The Withdrawal Committee of the Town of Limestone:

Clifford Rice
Member from the RSU 39 School Board

Fred J. Pettis
Member and representative from Municipal Officers

______________________________
Member at Large

Kathie Beanum
Member of Petitioning Group

______________________________
Chair, RSU 39 School Board

Signed at __________, this __________ day of __________, 2018.

[Signature]

Signed at Augusta, this __________ day of __________, 2018.

[Signature]
Member and representative from Municipal Officers

Member at Large

Brent O'Neal

Member of Petitioning Group

Signed at

, this day of 3/27/2018.

Chair, RSU 39 School Board

Signed at Augusta, this day of , 2018.
Approved as a Final Withdrawal Agreement under 20-A M.R.S. §1466(5)

Robert Hasson
Commissioner of Education
List of Exhibits

Exhibit A: Proposed Withdrawal Legislation

Exhibit B: Buses to be transferred to the New Limestone SAU

Exhibit C: List of contracts relating to Limestone Community School

Exhibit D: List of employees and positions covered by CBAs and assigned to Limestone

Exhibit E: List of continuing contract teachers and probationary teachers with their number of years of service toward continuing contract status, assigned to Limestone

Exhibit F: Real Estate description for Limestone Community School
EXHIBIT A

PROPOSED AMENDMENT TO 20-A M.R.S.A. §1466

Amend 20-A M.R.S.A. §1466 by adding a new subsection following subsection 19 to read as follows:

20. **Bonds to complete school construction and renovation.** If a member municipality of a regional school unit approves a petition to withdraw under subsection 1 following a referendum vote authorizing the regional school unit board to issue bonds or notes for a state subsidized or locally supported school construction project or minor capital project located outside the withdrawing municipality, but the effective date of the withdrawal agreement occurs before the regional school unit has issued all of the approved indebtedness, the board of the regional school unit that includes the remaining member municipalities is authorized to issue any remaining approved indebtedness as authorized by the voters of the regional school unit. No further action by the legislative body of that remaining regional school unit is required. The withdrawal may not reduce or otherwise affect the level of state assistance or subsidy, if any, for the approved indebtedness. The territory of the original regional school unit that approved the indebtedness, including the municipality that subsequently withdrew, remains intact for the purpose of securing and retiring the approved indebtedness. The approved indebtedness is a general obligation of the original regional school unit even though it may be issued after the effective date of the withdrawal. The withdrawal agreement shall make provision for payment of this approved indebtedness and may provide for alternate means for retiring the approved indebtedness.
**Limestone Withdrawal Agreement**

**EXHIBIT B**

Buses and other vehicles to be transferred from RSU 39 to the New Limestone SAU

### BUS FLEET

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<th>Type</th>
<th>Bus</th>
<th>Year</th>
<th>Make</th>
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<th>Vin #</th>
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Please note that prior to 7/1/19, Bus L-1 will be replaced with a new 2019, C/HC, 48 passenger bus. Make, model and Vin # unknown at this time.

C=Conventional  
HC=Equipped with Handicap entry

### OTHER VEHICLES

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<th>Make</th>
<th>Vin #</th>
<th>Mileage as of 3-1-18</th>
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<td>1990</td>
<td>Ford 8830 Tractor with Blower</td>
<td>A926401</td>
<td>8,508 Hours</td>
</tr>
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</table>
Limestone Withdrawal Agreement

EXHIBIT C

Contracts Related to Limestone Community School

1. **Trane Building Services**
   Contract to service biomass boiler system
   Contract period: July 1, 2016-June 30, 2021.

2. **Office Max**
   Contract to provide Photocopiers/Printers and related service.
   Contract end date:
   - Canon IR3235 (Second floor)  August 2020
   - Canon IR5055 (Teacher’s room) August 2020
   - Canon IRAC 5051 (Main office)  August 2020

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Limestone Withdrawal Agreement

EXHIBIT D

List of CBA employment positions located in Limestone Community School

2017-2018 Staffing:

**CBA Positions**

Principal – 1

Social Worker – 1

Secretary – 1

**Athletic Administrator** – PE Teacher serves in this capacity. Daily schedule gives him approximately 50 minutes at the end of each day to do this work.

**Regular Ed Teachers**

- PK - .5
- K - 1
- Grade 1 - 1
- Grade 2 - 1
- Grade 3 - 1
- Grade 4 - 1
- Grade 5 - 1
- Grades 6-8 - 2 (Will need 3 moving forward)

**Special Education Teachers**

- K-8 - 1

**Title I Teachers**

- Reading Recovery (Grade 1 – AM)/Math and ELA Support (Grades K-2 – PM) - 1
- Math/ELA Support (Grades K-2 – AM) - .5

**Exploratory Teachers**

- Health/PE (PK-8) - 1
- Music (K-5 General Music; 5-8 Band) - .5
- Art (K-8) - .5
- Librarian (PK-8) - 1 for 1 afternoon per week
- Gifted and Talented - 1 for 1 morning per week

**ESL Teacher** – There is one person for RSU 39 and her time at LCS is based on student need. This year we have a student that she works with every afternoon due to being a non-English speaker.
Title I Educational Technicians
Math/ELA Support (Grades 3-5) – 1
AM Kindergarten Support/PM PK Support – 1
Math/ELA Support (Grades 6-8) – 1

Special Education Educational Technicians
Support in Resource Room and Regular Education Classes – 2

NON CBA Positions

Speech Therapist – 1 for 2 afternoons per week

Occupational Therapist – 1 for 1.5 days per week

Custodians (Please note that custodians also respond to needs at MSSM during the day and in the evening)
Daytime – 3
Daytime “Floater” between Caribou and Limestone – 1
Nighttime – 3

School Nurse
Due to a student with a very severe medical condition an RSU 39 School Nurse is at LCS every day. Whoever is assigned to us usually arrives by 10:00 and leaves when students are dismissed at 2:25.

Coaches/Advisors
Middle Level Boys Soccer – 1
Middle Level Girls Soccer – 1
Middle Level Boys Basketball – 1
Middle Level Girls Basketball – 1
Middle Level Boys Baseball – 1
Middle Level Girls Softball – 1
Elementary DI (Destination Imagination) – 1
Middle Level DI (Destination Imagination) – 1
Robotics Club – 1 (Currently a volunteer position)
Limestone Withdrawal Agreement

EXHIBIT E

List of continuing contract teachers and probationary teachers (w/# years of service) assigned to Limestone Community School

Per agreement, this information will be provided prior to the Effective Date.
Limestone Withdrawal Agreement

EXHIBIT F

Deed to Limestone Community School

See attached deed from THE INHABITANTS OF THE MUNICIPALITY OF LIMESTONE to
EASTERN AROOSTOOK REGIONAL SCHOOL UNIT NO. 39, dated 04-13-2012, and
recorded in the Aroostook County Registry of Deeds in Book 5039, Page 325, #3305.

“Limestone Community School Quitclaim Deed” pdf.
MUNICIPAL QUITCLAIM DEED

THE INHABITANTS OF THE MUNICIPALITY OF LIMESTONE, a body corporate and politic, located at Limestone, Aroostook County and State of Maine, for consideration paid, the receipt of which is hereby acknowledged, release to REGIONAL SCHOOL UNIT NO. 39, also known as EASTERN AROOSTOOK REGIONAL SCHOOL UNIT, a school administrative district organized and existing under the laws of the State of Maine, whose mailing address is 628 Main Street, Caribou, Maine 04736, the land in Limestone, Aroostook County, Maine described as follows, to wit:

PARCEL ONE (Bus Garage & small parcel west of High Street):

Parcel One-A: A certain part or parcel of real estate to wit: A part of Lot Numbered Ninety-eight (98) situated in said Limestone bounded and described as follows:

Beginning at the northwest corner of the old School House Lot, as called, and on the north line of said Lot numbereded Ninety-eight; thence west along said north line four hundred and nineteen and one tenth feet to an iron pin; thence south and parallel with Main Street one hundred and thirty one feet to an iron pin; thence easterly and parallel with said north line four hundred and nineteen and one tenth feet to the southwest corner of the Church Lot so called; thence northerly along the west lines of the said Church Lot and the old School House Lot so called to place of beginning. The same to be used for a High School lot.

Being the same premises conveyed to THE INHABITANTS OF THE TOWN OF LIMESTONE by Warranty Deed of George W. Cota and Josephine Cota dated August 8, 1912, and recorded at the Southern Aroostook Registry of Deeds in Vol. 264, Page 186.

Parcel One-B: A certain part or parcel of real estate to wit: A part of Lot Numbered Ninety-eight (98) situated in said Limestone and bounded and described as follows:

Beginning in the center of Main Street and at the southeast corner of the Church lot, so called; thence westerly along the south line of said Church lot and the south line of a lot of land this day deeded to said Town of Limestone for a High School lot, six hundred and eighty three and one tenth feet to the southwest corner of said High School lot and iron pin; thence south and parallel with Main Street three rods to an iron pin; thence east and parallel with first bound six hundred and eighty three and one tenth feet to the center of said Main Street; thence northerly along the center of said Main Street to place of beginning. Meaning and intending to convey a three rod strip of land to be used as a highway, public way and public road and street.

Being the same premises conveyed to THE INHABITANTS OF THE TOWN OF LIMESTONE by Warranty Deed of George W. Cota and Josephine Cota dated August 8, 1912, and recorded at the Southern Aroostook Registry of Deeds in Vol. 264, Page 185.
EXCEPTING AND RESERVING, however, from the above-described parcels One-A and One-B, those portions of said premises now utilized as public ways.

ALSO EXCEPTING AND RESERVING, however, from the above-described parcels One-A and One-B, those premises conveyed to Reed E. Nonken and Susan T. Nonken by deed of The Inhabitants of the Town of Limestone, and Regional School Unit No. 39, dated January 18, 2012 and recorded at the Southern Aroostook Registry of Deeds in Volume 5018, Page 14.

PARCEL TWO (High School):

Parcel Two-A:

The following described piece or parcel of real estate being a part of Lot Numbered Eighty-eight (88) in said Limestone, to wit:

Commencing at the southwest corner of School Street; thence easterly along the south side of said road ten (10) rods; thence southerly at right angles to said School Street eight and one-half (8½) rods; thence westerly and parallel to School Street thirty-three and one-third (33 1/3) rods; thence northerly at right angles twenty-five and one-half (25½) rods to the south line of Frank McLaughlin’s land; thence easterly along the south line of the said Frank McLaughlin’s land twenty-three and one-third (23 1/3) rods to the northwest corner of the present High School Lot; thence southerly along the west line of the said High School Lot to the place of beginning.


Parcel Two-B:

A certain piece or parcel of real estate situated in said Limestone, more particularly bounded and described as follows, to wit:

Commencing at a point on the west side or bound of High Street, so-called, extended, said point being the southeast corner of a parcel of land presently owned and occupied by said Town of Limestone for school purposes, comprising the old High School Building, so-called, now known officially as School #3, more commonly referred to as the Junior High School, as well as other school buildings; thence south along said west bound of said High Street extended, two hundred fifty-seven (257) feet to an iron pin and on said land owned and occupied by Frederick F. Philbrick; thence west along said Philbrick’s north bound nine hundred forty-three (943) feet to an iron pin; thence north six hundred eighty-four (684) feet, parallel to the west bound of said High Street extended, to land now owned and occupied by the Estate of Charles R. Bell; thence east along the southerly bound of the aforesaid Bell parcel four hundred thirty-three (433) feet to the southwest corner of a parcel of land conveyed by said Charles R. Bell to said Town of Limestone by Warranty Deed dated June 6, 1952, and recorded in the Southern District of the Aroostook County Registry of Deeds, Houlton, in Volume 640, Page 174; thence south along the westerly bound of the aforesaid School #3 lot four hundred twenty (420) feet to the southwest corner of said School #3 lot; and thence east along the southerly bound of said School #3 lot five hundred ten (510) feet to the west side of said High Street extended at the southeast corner of said School #3 lot and place of beginning.

EXCEPTING AND RESERVING easement conveyed by The Inhabitants of the Town of Limestone to Verne C. Weatherhead by Quitclaim Deed dated August 17, 1961, and recorded at the Southern Aroostook Registry of Deeds in Vol. 832, Page 309. The purpose of this easement is for ingress and egress over, through and/or across the above described parcel of land for the purpose of access to the remaining farm tract of land to the west owned by said Verne C. Weatherhead. This easement is intended to continue until such time as a public way or road is developed for access to said above referred-to parcel of land.

EXCEPTING AND RESERVING easement conveyed by The Inhabitants of the Town of Limestone to Verne C. Weatherhead by Quitclaim Deed dated December 31, 1971 and recorded at the Southern Aroostook Registry of Deeds in Volume 1833, Page 1.

Easement Reserved by Town of Limestone: ALSO EXCEPTING AND RESERVING from the above-described PARCEL TWO-B an easement to utilize, by pedestrian and/or vehicular traffic, the existing access way from High Street, so-called, to the real estate of the Town of Limestone known as the Land Lab., which real estate is described in a deed recorded at said Registry in Volume 1896, Page 5.

PARCEL THREE (Elementary School / MESSM):

The following described parcel of land being part of Lot numbered eighty-two (82) situated in the Town and Village of said Limestone, to wit:

Commencing at a point on the westerly line of High Street on the north line of the homestead of Charles R. Bell; thence southerly along the westerly line of High Street twenty (20) rods to the north line of land of said Town of Limestone; thence westerly along the north line of land of said Town of Limestone thirty-one (31) rods; thence north parallel with the west line of High Street twenty (20) rods to the north line of said homestead of Charles R. Bell; thence easterly on the north line of said Bell homestead thirty-one (31) rods to the place of beginning, but reserving to said Charles R. Bell, his heirs and assigns a right of way over a three (3) rod strip of land off the northerly side of premises above conveyed until such time as the Town of Limestone lays out and provides a public road to serve the land now owned by said Bell, lying westerly of the land hereby conveyed.


Being also the same premises conveyed to MAINE SCHOOL BUILDING AUTHORITY by Warranty Deed of The Inhabitants of the Town of Limestone dated August 14, 1957 and recorded at the Southern Aroostook Registry of Deeds, in Vol. 736, Page 280.

Being also the same premises conveyed to THE INHABITANTS OF THE TOWN OF LIMESTONE by Quitclaim Deed of Maine School Building Authority dated July 2, 1973, and recorded at the Southern Aroostook Registry of Deeds in Vol. 1134, Page 15.

PARCEL FOUR (Lot westerly adjacent to Elementary School / MESSM):

A certain piece or parcel of real estate situated in said Limestone, more particularly bounded and described as follows, to wit:

Commencing at the northwest corner of a parcel of land heretofore conveyed by Charles R. Bell to the Inhabitants of Town of Limestone by Warranty Deed dated June 6th, 1952, and recorded in the Southern District of the Aroostook County
Registry of Deeds, Houlton, in Volume 640, at Page 174; thence west along the northerly bound of the aforesaid lot extended a distance of four hundred thirty-three (333) feet to an iron pin; thence south, parallel to the westerly bound of the above referred to parcel, three hundred thirty (330) feet; thence east, parallel to the aforesaid northerly bound extended, four hundred forty-three (443) feet to the westerly bound of the above referred to parcel; and thence north along the aforesaid westerly bound three hundred thirty (330) feet to the place of beginning; containing 3.28 acres.

Excepting and reserving unto Helen M. Bell, her heirs and assigns, a right of way over a three (3) rod strip of land off the northerly side of the premises above conveyed until such time as the Inhabitants of the Town of Limestone lay out and provide a public road to serve the land now owned by Helen M. Bell, being westerly of the land hereby conveyed.

Being a part of the premises conveyed to Charles R. Bell by Quoitslam Deed of Edgar Sincock dated March 22, 1944, and recorded at the Southern Aroostook Registry of Deeds in Volume 342, Page 477.

Being the same premises conveyed to the INHABITANTS OF THE TOWN OF LIMESTONE by Warranty Deed of Helen M. Bell, widow, dated October 20, 1961, and recorded at the Southern Aroostook Registry of Deeds in Vol. 841, Page 133, and by Administrator’s or Guardian’s Deed from Helen M. Bell, Guardian of Doris H. Bell, dated October 20, 1961, and recorded at said Registry of Deeds in Vol. 841, Page 133.

PARCEL FIVE (Athletic Fields):

Parcel Five-A:

Any and all interest I have in Lot Number Eighty-two (82) in Limestone, which is located west of the parcel of land conveyed by Helen M. Bell to Inhabitants of the Town of Limestone by Warranty Deed dated October 20, 1961, and recorded in the Southern Aroostook Registry of Deeds in Vol. 841, Page 133. Containing twenty-five acres, more or less.

Being part of the same premises which I, Helen M. Bell, acquired from my deceased husband, Charles R. Bell, who died intestate, January 29, 1960, and who acquired title to said property by Quitclaim Deed from W. Edgar Sincock, dated March 22, 1944, as recroded in the Southern Aroostook Registry of Deeds in Vol. 542, Page 477.

Being the same premises conveyed to THE INHABITANTS OF THE TOWN OF LIMESTONE by Warranty Deed of Helen M. Bell dated June 17, 1971, and recorded at the Southern Aroostook Registry of Deeds in Vol. 133, Page 486.

Parcel Five-B:

A certain lot or parcel of land and real estate, situated in said Limestone, and being part of the North half of Lot Ninety-eight (98), described as follows, to wit:

Commencing at the southwest corner of the parcel of land conveyed to The Inhabitants of the Town of Limestone by Verne C. Weatherhead by Warranty Deed dated June 30, 1961, and recorded in the Southern Aroostook Registry of Deeds in Vol. 831, Page 181, as the place of beginning; thence running in a general westerly direction a distance of three hundred forty-four (344) feet to an iron pin; thence turning and running in a general northerly direction in a line parallel to High Street a distance of six hundred thirty-four (634) feet to an iron pin located on the southern boundary of land now owned by Helen Bell; thence turning and running in a general easterly direction along said Helen Bell’s southern boundary a distance of three hundred forty-four (344) feet to an iron pin.
located at the northwest corner of land now owned by the Inhabitants of the Town of Limestone; thence turning and running in a general southerly direction along the western boundary of land now owned by the Inhabitants of the Town of Limestone, a distance of six hundred thirty-four (634) feet to the point of beginning. Containing five (5) acres, more or less.


Being also the same premises conveyed to THE INHABITANTS OF THE TOWN OF LIMESTONE by Warranty Deed of Verne C. Weatherhead dated June 17, 1971, and recorded at the Southern Aroostook Registry of Deeds in Vol. 1083, Page 488.

Excepting and reserving a right of way conveyed by the Inhabitants of the Town of Limestone to Verne C. Weatherhead by Quitclaim Deed dated December 31, 1971, as recorded at the Southern Aroostook Registry of Deeds in Vol. 1833, Page 1.

PARCEL SIX: (Easement for use of Land Lab):

An easement, right, and license to utilize the following described parcel of real estate of the Town of Limestone, such use to be of a similar type and nature to that use made of said real estate by the former school district of the Town of Limestone and as may be agreed upon from time to time by the parties hereto.

A certain lot or parcel of land situated in Limestone, in the County of Aroostook and State of Maine, more particularly bounded and described as follows, to wit:

Bounded on the north by land owned by the Inhabitants of the Town of Limestone and acquired by it by deed from Helen Thompson Bell and being that parcel of land upon which the Limestone High School athletic track is located; bounded on the east by a parcel of land conveyed by deed from Verne C. Weatherhead to the Inhabitants of the Town of Limestone; and upon which the Limestone High School baseball playing field is located; bounded on the south by land formerly owned or occupied by Fred Philbrick and now or formerly owned or occupied by his son, Jesse Philbrick; and bounded on the west by land formerly owned or occupied by Homer R. Ward, Sr. and now owned or occupied by Gregory Ward. By this conveyance I intend to convey all of my right, title, and interest in and to the remainder of the land which I own which I acquired by Quitclaim Deed from Kenneth H. Larsen to Verne C. Weatherhead dated July 20, 1956, and recorded in the Southern District of the Aroostook Registry of Deeds in Volume 716, Page 589, as corrected by Quitclaim Deed from Kenneth H. Larsen to Verne C. Weatherhead dated June 11, 1975, and recorded in said Registry of Deeds in Volume 1188, Page 247. There are thirty-five (35) acres, more or less, intended to be hereby conveyed; but I do mean and intend to convey all land that I acquired by the deeds from Kenneth H. Larsen referred to above that I have not heretofore conveyed.


PARCEL SEVEN: (Easement for Main Street signpost):

An easement, right, and license, together with the Town of Limestone, to maintain all signs exclusively used for the Limestone Community School and the Maine School of Science and Math in its current location and current size provided that
the sign is maintained in good condition at all times and further provided that 
local zoning and/or other rules are not violated.

Being the same rights as reserved to the Town of Limestone is its deed to Josy M. 
LaPierre and Lianne M. LaPierre dated November 22, 2005 and recorded at the 
Southern Aroostook Registry of Deeds in Volume 4215, Page 70.

EXCEPTIONS COVERING ALL PARCELS ABOVE:

(a) Excepting and reserving all utility easements previously granted by the Town 
of Limestone, including, but not limited to, the pole line easement to Maine 
Public Service Company appearing of record at the Southern Aroostook Registry 
of Deeds in Volume 3815, Page 153;

(b) Also excepting and reserving any part of the above-described premises that are 
part of; or have historically been used as; public ways; and

(c) Also further excepting and reserving unto the Town of Limestone the right to 
enter upon the above-described premises for the purposes of repairing and 
maintaining any utility services or other public infrastructure running over or 
under the premises conveyed, adding to existing infrastructure, and/or creating 
ew utility services or infrastructure, and the Town of Limestone agrees that any 
entry will be done in the manner least disruptive to the operations of the school 
district and that the property shall be returned by the Town of Limestone to its 
prior condition following any excavation or other work done for purposes of 
repairs and upgrades to utility services and the public infrastructure.

(d) REVERSION: Pursuant to the terms of the school reorganization plan 
adopted by the Grantor municipality, this conveyance to Regional School Unit 
No. 39 is made on the condition that the real estate hereby conveyed to said RSU 
shall be used for public education purposes. In the event the RSU, its successors, 
or assigns ceases to use any portion of such real estate for public education 
purposes, then ownership of such portion of the real estate no longer used for 
public education purposes shall revert to Grantor, its successors or assigns, who 
may upon abandonment re-enter and occupy the premises.

The purpose of this deed is to convey to the Grantee herein the interest of the Town 
of Limestone in and to the above-described properties formerly utilized by the local school 
district pursuant to the approved school reorganization plan establishing Regional School 
Unit No. 39, also known as the Eastern Aroostook Regional School Unit or Eastern 
Aroostook RSU, of which the Town of Limestone is a founding member.

The said Inhabitants of the Municipality of Limestone have caused this instrument to be 
signed in its corporate name by Fred Pelletier, Gary O’Neal, Tom Devoe, Jimmy Pelletier, 
and Danny Gahagan, its Selectmen, duly authorized, this 24th day of March, 2012.

Fred Pelletier

Gary O’Neal
STATE OF MAINE  
AROOSTOOK, ss. 


Personally appeared the above-named Fred Pellelir, Gary O'Neal, Tom Devoe, Jimmy Pellelir, and Danny Cahagan, Selectmen of the Town of Linestone, and acknowledged the foregoing instrument by them signed to be their free act and deed in their said capacity and the free act and deed of said body corporate and politic.

Before me, 

Dorina M. Bernier  
Notary Public  