

INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF KNOX AND THE TOWN OF OWLS HEAD
FOR RESTRICTING THE GROWTH OF THE KNOX COUNTY REGIONAL
AIRPORT AND LOCATING ENVIRONMENTAL MITIGATION PROJECTS

The County of Knox, a public agency of the State of Maine hereafter referred to as the County, and the Inhabitants of the Town of Owls Head, also a public agency of the State of Maine hereafter referred to as the Town, hereby enter into an interlocal agreement in accordance with Chapter 115 of Title 30-A of the Maine Revised Statutes Annotated, entitled "INTERLOCAL COOPERATION".

1. Purpose. This interlocal agreement is entered into for the purpose of allowing the County and Town to jointly regulate the growth of the Knox County Regional Airport (hereafter referred to as the Airport) and to cause fair distribution and location of environmental mitigation projects pertaining to the Airport.

2. Agreement. The County and the Town agree to be bound and obligated to each other according to the following terms:

a. For purposes of this agreement the term "Airport" shall mean:

i. an area of land or water used or intended to be

used for the landing and taking off of aircraft, including, without limitation, airplanes, jets and helicopters; and

ii. appurtenant areas used or intended to be used for buildings or other facilities, including parking lots and easements, the primary purpose of which are to support aviation and air transport; and

iii. any buildings and facilities located in any such areas.

b. The County and the Town will not seek to or allow the expansion of the area of the Airport beyond the present boundaries of the Airport as set forth, described and depicted in the plot plan, including references to sources of title, entitled "COUNTY OF KNOX AIP NO. 3-23-0042-09 KNOX COUNTY REGIONAL AIRPORT ROCKLAND, MAINE **EXHIBIT A**" by EDWARDS AND KELCEY INC., DESIGNED/ TFD/ DATE 8/95, DRAWN/ TED/ DATE 8/95, CHECKED/ WER/ DATE 8/95, CONTRACT NO. 92-3011, SCALE 1 INCH = 500 FEET (a copy of which is attached hereto as EXHIBIT A and is incorporated herein by reference).

c. The County will not lease, buy or otherwise acquire land by purchase, acceptance of gift or devise or otherwise, for the purpose or with the effect of

increasing the boundaries and area of the Airport.

d. The County will not issue permits or enter into leases or other agreements that would permit land owned by another private or public entity, excepting MBNA, the Owls Head Transportation Museum and Roland Lussier, their successors, heirs and assigns, in accordance with their current leases with the County, to be used for the purpose or effect of expanding the Airport.

e. If the County is required, pursuant to the laws or directives of the United States, State of Maine or any agency thereof, to undertake any actions or projects in mitigation of the environmental impact of the Airport, including any future construction or improvement related to it, such actions or projects in mitigation will not be located within the Town of Owls Head unless they are also located entirely within the present boundaries of the Airport.

f. The Town agrees that neither the legislative body of the Town, nor any agency, officer, official or employee of the Town, will waive the current thirty-five (35) foot maximum height limitation for structures in the Protected Runway Zone, imposed by Town ordinances, without the prior written approval of the County, as expressed by a majority vote of the County Commissioners. Antennae which may be constructed within the Town's current

Communications Antenna Area are excepted from this provision and may be permitted in accordance with Town ordinances.

3. **Specifications.** This agreement is intended to comply with Chapter 115 of Title 30-A of the Maine Revised Statutes Annotated, entitled "INTERLOCAL COOPERATION", and specifically with 30-A M.R.S.A. section 2203(2). For that purpose the County and the Town further agree to the following terms and conditions:

a. **Duration.** This agreement shall terminate on June 1, 2021. Upon the expiration of the original term or any renewal term the agreement shall be extended for an additional term of twenty (20) years upon the terms set forth herein, unless the County or Town shall give the other party notice of termination at least ninety (90) days before the expiration of the term then in effect.

b. **Administrative Entity.** No separate legal or administrative entity is created by this agreement. Any administrative functions that may be required by this agreement shall be the responsibility of the County Commissioners of Knox County and the Selectmen of the Town of Owls Head acting in conjunction as a joint Board.

c. **Purpose.** The purpose of this agreement is to provide a binding agreement between the County and the Town concerning restricting the growth of the Knox County

Regional Airport and locating environmental mitigation projects pertaining to the Knox County Regional Airport.

d. Finance. The County has agreed to pay up to the sum of one thousand five hundred dollars (\$1,500.00) towards legal fees incurred in the preparation of this agreement and thereafter it is anticipated that no funds will be needed to carry out the purposes of this agreement.

e. Disposition of Property. No property will be acquired in the course of administering this agreement.

f. Method of Termination or Amendment. This agreement may be terminated or amended prior to its expiration date only upon mutual consent of the County and Town. Action taken by the County will be by resolve or ordinance passed by its County Commissioners, or its other duly authorized Legislative body at the time, by majority vote taken at a duly called meeting. Action taken by the Town will be by resolve or ordinance passed by majority vote of the voters, or its other duly authorized Legislative body at the time, taken at a duly called Town Meeting.

g. This agreement shall not be construed to be a contract pursuant to which the Town of Owls Head will provide services for the County.

4. Severability. If any portion of this agreement becomes void or unenforceable because of conflict with a law or regulation of

the State of Maine or the United States, or any agency of those entities, or for any other reason then the remainder of the agreement shall remain valid and enforceable.

5. Enforcement. The County and the Town acknowledge and agree that violation of this agreement by either party may cause damages that can be expressed in monetary terms, but that notwithstanding the County and the Town stipulate and agree that either party may enforce this agreement through injunctive relief, including by Temporary Restraining Order, granted by a Court of competent jurisdiction.

6. General. This instrument executed in triplicate originals is to be construed under the laws of the State of Maine and sets forth the entire agreement of the parties. This agreement is binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns. As used in this agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. The article or paragraph titles or captions contained herein are for convenience only and shall not be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this agreement.

7. Date of Agreement. The date of this agreement shall be the latest date indicated adjacent to the signatures below.

Date: April 10, 2001

Date: April 10, 2001

Date: April 10, 2001

Date: 4/19/01

Date: 4-18-01

Date: 4/23-01

County of Knox, by

[Signature]
[Signature]
Lawrence F. Nash

Inhabitants of the Town
of Owls Head, by

[Signature]
Deane Casafelli
Thomas E. Phillh