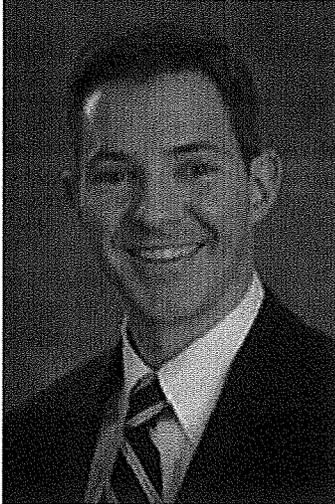


## James Bass, Esquire



James Bass was born in Belfast and raised in Portland. He graduated magna cum laude from Bowdoin College in 2002 and earned his law degree from the University of Maine School of Law in 2006.

Mr. Bass joined the U.S. Army upon graduation from law school and practiced law as a Judge Advocate in the JAG Corps for nearly six years. He was stationed at Fort Sill, OK and Washington, DC. In 2011, he deployed to Afghanistan as a legal advisor with a joint special operations task force. He is a recipient of both the Bronze Star Medal and the Meritorious Service Medal. After leaving active duty,

Mr. Bass joined the Maine Army National Guard where he currently holds the rank of Major.

Mr. Bass comes to the practice after two years at Pine State Trading Co., New England's leader in the marketing and distribution of convenience and beverage products, where he was a Senior Project Manager. During this time, Mr. Bass worked with the Maine Legislature, Executive branch, and regulatory agencies while leading the company's successful effort in partnering with the State to provide management and oversight of Maine's wholesale spirits business.

Active in the community, Mr. Bass serves on the boards of the Kennebec Valley YMCA and the Augusta Parking District.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_, 2016, by and between the State of Maine, acting by and through its Department of Transportation with a principal office at 16 State House Station, Augusta, ME 04333-0016 (“MaineDOT”) and the City of Augusta with a principal office at 16 Cony Street, Augusta, ME 04330 (the “City”).

### I. RECITALS

1. The City of Augusta, a municipal corporation with a principal office at 16 Cony Street, Augusta, ME (the “City”) owns and operates the Mt Hope Cemetery (the “Cemetery”). The Cemetery has approximately 1.0 acre of trees and a few individual trees that penetrate the Runway 26 approach and the Runway 8-26 transitional surfaces. Such trees are located, in part, in an approximately 1.0 acre area within the Northerly area of the Cemetery as shown on Exhibit A.
2. The State of Maine owns the Augusta State Airport (“Airport”) situated in the City of Augusta adjacent to the Cemetery, where the MaineDOT needs to remove trees. The 1.0 acre area is located 200 feet, more or less, right of a 500’ extended approximate centerline (Elevations 360 and 370) as shown on Exhibit A, a plan entitled “FAR Part 77 Visual 20:1 Approach Analysis, Augusta State Airport Obstruction Analysis State Highway as done by Stantec Consulting Services, Inc. Project 195210323 dated November 2009, on file at MaineDOT’s offices in Augusta, Maine.
3. The City is willing to grant the MaineDOT a temporary right to enter onto the Cemetery for the purpose of tree trimming/removal under the terms and conditions set forth below.

### II. AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City hereby authorizes MaineDOT to remove certain trees that are on the Northerly side of the Cemetery as labeled “Cemetery Property Select Tree Removal Area 1.0 Ac” on Exhibit A (the “Tree Removal Area”). The MaineDOT shall mark and survey the trees to be removed, either by individual mark or outline. MaineDOT shall be the sole arbiter of which trees are to be removed and the manner and means of their removal, and may, at its discretion, use herbicide treatments to retard or prevent their regrowth.
2. The MaineDOT shall use its best effort to access the trees to be removed by means other than through the Cemetery. In the event the MaineDOT must utilize the Cemetery for access to cut the trees, the MaineDOT shall give City (fourteen) calendar days’ notice prior to the date when the MaineDOT or its contractor intends to enter the Cemetery to perform the activities permitted under this Agreement.
3. Upon request by the City, the MaineDOT will do reasonable re-planting, at its expense, of low growth native shrubs after removal of trees from the Cemetery. In areas where MaineDOT

performs work in accordance with this agreement, MaineDOT will ensure that slope stabilization is maintained along the Cemetery as needed using best environmental practices.

4. The MaineDOT, at its expense, shall promptly repair and restore any and all areas disturbed, damaged and/or destroyed as a result of the MaineDOT's exercising its rights under this Agreement, including, grading, loaming and re-seeding the affected surface areas. Should MaineDOT, in the opinion of the City, neglect to repair and restore such areas to the satisfaction of the City, the City shall provide the MaineDOT with written notice of damage to the Cemetery caused by the MaineDOT's activities under this Agreement. MaineDOT shall have a reasonable period of time not to exceed fourteen (14) days from the receipt of such notice to repair such damage. Should MaineDOT fail to repair such damage within a reasonable period of time not to exceed fourteen (14) days the City may, after written notice to the MaineDOT, repair such damage and the MaineDOT shall reimburse the City for all reasonable expenses actually incurred by the City in performing such repair.

5. The MaineDOT agrees that all work and activities performed pursuant to or under authority of this Agreement shall be done in accordance with all applicable federal, state and local laws and regulations, and with minimum of interference with the City's operation of Cemetery.

6. The City agrees that it will not, without Federal and State approval, place or permit any structures, obstructions or land uses in the vicinity of the Airport that are, or could be, incompatible or in conflict with, or in violation of, FAA Part 77 surface regulations or other FAA orders, directives, advisories or guidelines, and that it will maintain existing land use restrictions established in the vicinity of the Airport in accordance with FAA Grant Assurances.

7. Nothing herein is intended to, or shall be construed to waive any defense, immunity or limitation of liability that may be available to the City or MaineDOT, or any of their officers, agents or employees under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

8. The term of this Agreement is for a period of ten (10) years from the date of execution by both parties. This Agreement shall not be renewable except by mutual written agreement of the parties.

9. MaineDOT and City contacts under this Agreement are as follows:

Maine Department of Transportation  
Attn: Director of Planning  
16 State House Station  
Augusta, ME 04333-0016

City of Augusta  
Attn: William Bridgeo, City Manager  
16 Cony Street  
Augusta, ME 04330

10. This Agreement permits the limited, temporary entry onto the Tree Removal Area for the reasons cited above, and nothing in this Agreement shall be construed as a grant of a property right or possessory interest in the Tree Removal Area. However, should title to the real estate subject to this agreement be transferred by the City to a third party during the effective period hereof, including any extensions, the City agrees to obligate such third party transferee hereto by appropriate language to be included in any instrument of conveyance.

11. This Agreement may be modified by written agreement of the parties.

In witness whereof, this **Memorandum of Agreement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by its duly authorized representatives.

City of Augusta

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

State of Maine  
Department of Transportation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

