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Memo

Date: October 16, 2025

To: Town of Casco Select Board Members, Grant Plummer, Chair
Robert MacDonald, Vice-Chair, Mary Fernandes, Scott Avery, Eugene Connolly

From: Pamela S. Edwards, Treasurer, Casco Library Association

cc: Anthony Ward, Town Manager
Janet Ver Planck, President, Casco Library Association
Michelle R. Brenner, Library Director, Casco Library Association
Doug Webster, Library Consultant
Andrew Hersom, Attorney, Perkins Thompson

Subject: Town/Library Easement Agreement and Property Deeds on January's Town Meeting Warrant

As requested at the last Selectboard meeting, here are the primary reasons that both the Library and Town should seriously consider placing the above-mentioned articles on the January town meeting warrant. While at first glance it may appear to be complex, it is actually very straight forward.

1. Even if the Library did not have building plans, or was not trying to negotiate a contract zoning agreement, the Town and the Library should still have an easement agreement and exchange property deeds:
 - a. The execution of property deeds makes good on the two former town meeting votes to transfer land to the Library for their building plans.
 - b. The easement agreement formalizes what is currently an undocumented but mutually agreeable set of uses, practices, responsibilities and rights that deal with the shared use of land and improvements, as well as the improvements that are or will end up on the other party's land. Getting this agreement approved and executed will provide needed legal protections for each party if a lawsuit or other legal action should arise. Therefore time is of the essence.
2. The easement agreement and deed exchange are independent of the CZA.
 - a. The easement agreement is only dependent on the (concurrently) recorded property deed.
 - b. If you search the easement agreement document for any phrase containing either of the terms "contract zone" or "contract zoning," you will find one reference, on page 4. It is in one of the "Whereas" clauses, and therefore carries no legal weight. It is also a

superfluous use of the term and the phrase in which it is used can be eliminated without changing the underlying intent of the paragraph. Here is the clause in which it is found:

“WHEREAS, to comply with local zoning laws and regulations, including the Casco Zoning Ordinance (the “Zoning Ordinance”), as the same has been and may hereafter be amended, restated, and/or modified, **including by a certain Contract Zoning Agreement to be entered into between the Town and the Library**, the Library requires permanently deeded access to the Library Property and the Library has requested from the Town an access easement over the Driveway and easement for parking purposes over the Parking Lot; and”

The **highlighted text** in the above paragraph indicates the phrase that can be eliminated to clarify the independence of the easement agreement from the CZA. The phrase could also be modified to say “...that may be entered into...” if that is more acceptable.

In summary, placing the two items on the January town meeting warrant will:

- Clarify the independence of the easement and property deed exchanges from the CZA
- Make the underlying issues each document addresses less confusing to the public
- Take another item off the list of hand-shake agreements the Selectboard should address
- Fulfill the town’s previous commitments to give land to the Library
- Provide legal protections to both parties

Library personnel will attend the selectboard meeting on October 21 to discuss these matters in more detail.

Sincerely,

Pamel S. Edwards, Treasurer
Casco Public Library