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*The Offices of: Liberty Affiliated Holdings & The Liberty Family Foundation
Michael A. Liberty, Founder*

MEMORANDUM OF UNDERSTANDING
FOR THE PROPOSED MONUMENT SQUARE MASTERPLAN
GRAY VILLAGE
Between:
THE LIBERTY FAMILY FOUNDATION AND THE TOWN OF GRAY

Date: January 21, 2014

This Memorandum of Understanding ("MOU") between the Liberty Family Foundation ("LFF") and the Town of Gray acting through the Gray Town Council is prepared in support of the *Letter of Agreement for Implementation of a Master Development Plan for the Monument Square Block in Gray Village* ("Agreement") dated May 2012.

Whereas the Agreement lays out a plan of action for the design and implementation of the Monument Square Masterplan ("Masterplan") and further provides guidance on the intent of the LFF to implement a vision for an upgraded Douglas Field, Stimson Hall and community park; and

Whereas, the Masterplan has been developed in partnership with the LFF the Town of Gray, SAD 15 and other Stakeholders over the past year – the current Masterplan being the plan entitled Concept E-1 dated December 2013 (reduced copy attached); and

Whereas, that opinions of construction cost are being developed for the project Masterplan and the Town has proposed submission of the Masterplan for the 2014 Cumberland County Community Block Grant (CDBG) Application, consideration;

Now therefore, the LFF proposes the following financial contributions for the Masterplan:

1. LFF will purchase certain Town properties from the Town of Gray including Assessors Map 35 Parcel 402-49 (former Post Office) and Map 43 Parcel 402-50 (former Town Hall) totaling approximately 1.2+/- Acres ("Properties") for the sum of \$300,000 and will gift the Properties back to the Town under specific restrictions (summarized in 2. below).
2. Upon implementation of the Masterplan elements on Properties following any required rezoning and approvals and all necessary permitting, the LFF shall deed back to the Town of Gray for one dollar, and the Town shall accept the Properties with a condition that it be used in perpetuity as community green space, playing field(s) and public parking, as provided for in said Masterplan.

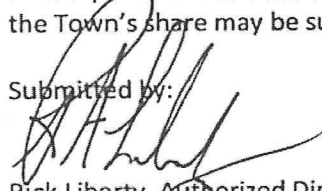
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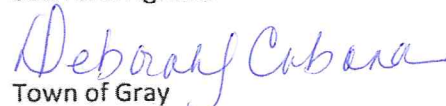
3. LFF reserves the naming rights for the proposed new Little League field and the proposed park area adjacent to Stimson Hall on Shaker Road as shown on the Masterplan, provided the name selected shall be that of a respected member of the community, or a respected charitable cause and not a commercial or political purpose.
4. LFF agrees to fund the following improvements as proposed in the final Masterplan;
 - a. Construction of a new Little League field and associated structures and supporting facilities including but not limited to Little League ballfield, re-location of the existing Player-Pitch diamond, fencing, bleachers, concession/press box, restrooms and storage facilities and utilities; and
 - b. Construction of site improvements to the now current SAD 15 Central Office and Russell School including but not limited to new bus and vehicle access and curb cut on Shaker Road, pedestrian access and walks, new parking areas, septic system or connection to the proposed community system; and
 - c. Construction of the proposed park on the above-mentioned Town properties, subject to any other available funding from the Town or CDBG Grants which may be awarded for the project; and
 - d. The LFF agrees to contribute \$100,000 toward the CDBG application for the purposes of proposed park construction and to be considered part of the Town's "local share" or match in such application; and
 - e. The LFF agrees to contribute an addition \$60,000 towards the design and permitting of the master plan project.
 - f. Construction of proposed parking and Shaker Road access improvements including associated utilities, landscaping, walkways, etc., subject to any other available funding from the Town or CDBG Grants which may be awarded to the project; and
 - g. Construction of proposed common subsurface wastewater disposal (septic) system associated with the project, subject to any other available funding from the Town or CDBG Grants which may be awarded to the project. (It is understood that future connections to the septic system by other Stakeholders may provide for a fee based system for connections based on pro-rata usage of the septic system for which funds may be available for future maintenance or offset of costs of construction of portions of the septic system.)

It is understood that this MOU is based on preliminary opinions of probable construction costs for the Masterplan and that final construction costs will be subject to a bidding process and may vary and that the Town's share may be subject to Town meeting approval.

Submitted by:


Rick Liberty, Authorized Director
Liberty Family Foundation
Date: January 21, 2014

Seen and Agreed:


Town of Gray
Deborah S. Cabana
Date: January 21, 2014