

## Exhibit 5-A

A list of real property interest and associated fixtures that shall not be transferred to the RSU District.

### **Falmouth:**

All real property currently associated with the Falmouth Public Schools WILL be transferred to the new RSU District with the following considerations:

1. Lunt/Plummer-Motz School Campus – depending of the timing of the RSU formation and the elementary school construction project placement (planned occupancy for Fall 2011), there is the potential and probability that the current Lunt and Plummer-Motz schools and site will be replaced by a new school on another site. If that happens, the property will, for all intents and purposes, revert back to the Town of Falmouth. Existing modular and portable classrooms on that site will be relocated or sold as part of this transition (RSU or Town not determined).
2. Artificial turf field at High School complex – An artificial turf field funded by private donations and Town funds is currently in the bidding process. The preliminary construction window is the summer of 2008 if the project moves forward. The project includes a contractual agreement between the Town and the Falmouth Public Schools allowing for priority usage by the School during specific school times. The disposition of the field and subsequent usage by the RSU will need to be clarified as part of the planned consolidation. (See attached Agreement)
3. Twelve +/- acre parcel of land located at 51 Woodville Road, Falmouth – As a cost-shift off-set measure (see Section 13-B), the Falmouth School Department will release to the Town of Falmouth, in accordance with the terms set forth in Exhibit 13-B.2, its statutory rights over approximately 12 acres of the 26 acres of Falmouth owned excess property located at 51 Woodville Road, on which is located the Falmouth School Superintendent's office, a parking area, and tennis courts.

### **MSAD 51:**

None

## AGREEMENT REGARDING THE STADIUM FIELD

THIS AGREEMENT is entered into by and between the Town of Falmouth, Maine, with a mailing address of 271 Falmouth Road, Falmouth, ME 04105 (the "Town"), the Falmouth School Department, with a mailing address of 51 Woodville Road, Falmouth, ME 04105 (the "School Department") and Falmouth Education Foundation d/b/a Game On, with a mailing address of c/o Brady Bohrmann, 236 Foreside Road, Falmouth, ME 04105 ("Game On").

WHEREAS, it is to the benefit of the citizens of the Town to improve the so-called Stadium Field at the Falmouth High/Middle School campus;

WHEREAS, Game On has proposed that the natural turf at the Stadium Field be replaced with an artificial turf playing surface; has offered to assist in the funding of such a project; and has committed itself to a major fund raising effort in this regard;

WHEREAS, the School Board, which exercises control over the Stadium Field, agrees that the proposed improvements to the Field will benefit Falmouth schools athletic teams and others;

WHEREAS, an artificial turf playing surface will produce maintenance cost savings and attract rental revenues, both of which will help off-set the cost of installing the artificial turf; and

WHEREAS, an artificial turf playing surface can be used by more sports teams, more frequently and for more months of the year than the natural turf playing surface now at Stadium Field.

NOW THEREFORE, in consideration of the mutual promises and benefits conferred by the terms of this Agreement, the parties agree as follows:

1. The Town will partially fund and will cause to be constructed an artificial playing surface at Stadium Field subject the following terms and conditions:
  - a. The final bids for construction of the field shall not exceed \$650,000. If final bids exceed \$650,000, the parties agree that the Falmouth Town Council, in its sole discretion, may approve moving forward with the project and all parties will be bound by that decision. Neither Game On nor the Town of Falmouth will be obligated to pay any costs in excess of \$650,000.
  - b. The Town will contribute \$350,000 towards the cost of construction.
  - c. Game On will contribute the balance of the cost of construction up to \$300,000 solely from its fund raising effort for this project and not from any other assets of the Falmouth Education Foundation.
  - d. Construction will not begin until Game On has paid to the Town its share of the cost of construction.

- e. Because of conflicts with athletic teams' use of the Stadium Field and the surrounding track and because of weather conditions, there shall be two construction windows. The first is from November 1, 2007 through December 31, 2007. The second is from April 1, 2008 through December 31, 2008.
  - f. If Game On has not raised sufficient funds and has not paid its share of the cost of construction before June 30, 2008, then this Agreement shall terminate and be of no further force and effect.
2. The Town shall award contracts for the work on Stadium Field and shall oversee construction and be responsible for necessary permitting. Game On shall have no ownership interest in the Field and shall have no authority over the construction process.
  3. All parties will have an opportunity to agree on the material manufacturer, design and contractor prior to construction but the final decision on these matters rests with the Town.
  4. In recognition of maintenance cost savings, the School Department agrees to annually transfer funds to the Falmouth Community Programs Department or other appropriate Town department \$20,150 for a period of twelve years, beginning on a pro-rata basis in the fiscal year in which the project is completed with the payment being due on or before June 30th, which amount shall increase annually by 3.0%. The initial amount is equal to the agreed upon current marginal cost of maintaining Stadium Field.
  5. The Town may either maintain the artificial turf playing surface itself or elect to have the School Department maintain it. In the latter case, the Town shall reimburse the School Department for the marginal cost of maintaining the field.
  6. The Town shall have the exclusive right to rent and manage the use of the new field. The School Department shall schedule its use of the field through the Falmouth Community Programs Department.
  7. All revenues derived from renting and managing the new field along with the maintenance cost savings described in paragraph 4, above, will be placed in a special reserve fund to either repay the Town's investment or be used toward the future replacement of the artificial turf.
  8. The School Department shall have access to the field without paying for field time. The School Department will have exclusive rights to the field during normal school hours. During school athletic seasons, the School Department will have priority in use of the field from Monday through Saturday for scheduled competitive events (including make-up games); and for practices Monday through Friday from 2:30 PM to 6:00 PM and on Saturdays until noon.
  9. The parties agree to maintain adherence to the Use of Falmouth Town and School Facilities Ordinance. Organizations or programs claiming to have "Falmouth residents' status" will need to demonstrate that 2/3 of their active roster or participants are Falmouth residents.

10. In recognition of the generous contribution of \$71,000 by the Falmouth Youth Soccer Association ("FYSA") to the cost of the artificial turf playing surface and in order to support the work of that organization in service to the youth of Falmouth, the parties agree that FYSA shall have priority use of the field at no cost (other than for lights) on Sundays between August 15 and November 1 from Noon until 10:00 P.M. and the entire Columbus Day Weekend (Saturday, Sunday, and Monday) for a period of 12 years commencing on the first August 15 subsequent to the completion of the installation of the artificial turf playing surface.
11. The parties are aware that the Maine Legislature has recently enacted and the Governor has signed legislation that will result in school consolidation. The parties enter this Agreement with the expectation that any future consolidated school district that includes Falmouth will honor this agreement and they agree to make every reasonable effort to ensure that it is honored.

This Agreement has been executed by the authorized representatives of the parties on the dates indicated below and is effective as of the date of the last signature affixed hereto.

TOWN OF FALMOUTH

Date: \_\_\_\_\_

By: Nathan Poore  
Its Town Manager

FALMOUTH SCHOOL DEPARTMENT

Date: \_\_\_\_\_

By: George Entwistle  
Its Superintendent of Schools

FALMOUTH EDUCATION FOUNDATION  
d/b/a Game On

Date: \_\_\_\_\_

By: Katherine B. Coster  
Its President  
KATHERINE B. COSTER

**Exhibit 5-B**

A list of personal property that shall NOT be transferred to the RSU District:

**Falmouth**

NONE

**MSAD51**

NONE