MAINE STATE LEGISLATURE

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(New Title) New Draft of H. P. 1754, L. D. 2213 FIRST SPECIAL SESSION

ONE HUNDRED AND SIXTH LEGISLATURE

Legislative Document

No. 2414

H. P. 1906 House of Representatives, January 23, 1974 Reported by Mr. Cooney from the Committee on State Government. Sent up for concurrence and ordered printed.

E. LOUISE LINCOLN, Clerk

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED SEVENTY-FOUR

RESOLVE, Authorizing the Commissioner of Mental Health and Corrections to Lease Land in Windham to the Maine State Society for the Protection of Animals.

Commissioner of Mental Health and Corrections; authorized to lease land. Resolved: That the Commissioner of Mental Health and Corrections, in the name of the State of Maine, is authorized to enter into a lease for nominal consideration with the Maine State Society for the Protection of Animals on the following premises:

A certain lot or parcel of land with the buildings thereon situated in Windham, County of Cumberland and State of Maine, being bounded on the westerly side by River Road; on the northerly side by land now or formerly known as the Will Larry farm; on the easterly side by said Larry Farm and land now or formerly of Elmer Hawkes and on the southerly side by land of the Maine State Reformatory, formerly known as the Webb place; being the same premises conveyed to the State of Maine by Morse Willis as Administrator of the estate of Rebecca Johnson by deed dated May 5, 1934 and recorded in the Cumberland County Registry of Deeds in Book 1444, Page 74; and

A certain lot or parcel of land in said Windham being more particularly described as follows:

Commencing on the northeasterly side of the River Road, so called, running through said Windham at the southwesterly corner of the land formerly of

Rebecca Johnson; thence running southeasterly by said River Road to the Cross Road leading northeasterly to the schoolhouse lot; thence northeasterly by said last named road to said schoolhouse lot; thence northwesterly and northeasterly by said schoolhouse lot to the road running to the northeasterly side of said schoolhouse lot and past the house formerly of Ann Moore; thence northwesterly by said last named road and the westerly side line of land now or formerly belonging to the heirs of Nathan Wood to the southerly side line of land formerly of said Rebecca Johnson; thence southwesterly by said southerly side line of land formerly of said Rebecca Johnson to the point of beginning; being the second parcel conveyed to the State of Maine by the County of Cumberland by deed dated May 8, 1920 and recorded in the Cumberland County Registry of Deeds in Book 1051, Page 179;

Excepting from the above described premises a certain lot or parcel of land situated in Windham in the County of Cumberland and State of Maine being more particularly described as follows:

Beginning at an iron pin set in the ground on the easterly side of the River Road 1,000 feet northerly from the intersection of the easterly side of the River Road and the center line of the now discontinued Dole Road; thence 1,000 feet in a southerly direction along the center line of the Dole Road to its intersection with the westerly sideline of the Highland Cliff Road; thence northerly along the westerly side of the Highland Cliff Road and the westerly bound of land of Herbert Hawkes 900 feet to an iron pin set in the ground; thence in a westerly direction to the point of beginning.

Such leased land with the buildings thereon will be used by the society for the establishment of a wildlife refuge with a part of the premises being used for the care and treatment of domestic animals.

The lease shall contain the following provisions:

- (a) that the lease may be terminated upon written notice of one year by either party to the other.
- (b) that the lease shall expire on the first day of December, 2018.