

MAINE STATE LEGISLATURE

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1 SECOND REGULAR SESSION
2

3 ONE HUNDRED AND TWELFTH LEGISLATURE
4

5 Legislative Document

No. 2294

6
7 H.P. 1626 House of Representatives, March 31, 1986
8 Submitted by the Department of Conservation pursuant to Joint Rule 24.
9 Referred to the Committee on Energy and Natural Resources. Sent up
for concurrence and ordered printed. Ordered Sent Forthwith.

EDWIN H. PERT, Clerk

10 Presented by Speaker Martin of Eagle Lake.
Cosponsored by Senator McBreairty of Aroostook.

11
12 STATE OF MAINE
13

14 IN THE YEAR OF OUR LORD
15 NINETEEN HUNDRED AND EIGHTY-SIX
16

17 Resolve, Authorizing the Sale of Certain
18 Public Reserved Lands in Winterville
19 Plantation.
20

21 Director of Bureau of Public Lands authorized to
22 consummate the sale of certain Public Reserved Lands.
23 Resolved: That the Director of the Bureau of Public
24 Lands is authorized to consummate the sale of certain
25 Public Reserved Lands, as provided in the attached
26 agreement with the authorized agents of the camplot
27 leaseholders in Winterville Plantation. Notwith-
28 standing any provisions of the attached agreement,
29 the State shall not convey any land or interest
30 therein which comprises a public road or a great
31 pond. All money received from the sale of Public Re-
32 served Lands shall be deposited in the Public Reserve
33 Lands Acquisition Fund to be used exclusively for the
34 purchase of additional land for the system.

1 Bureau of Public Land
2 DEPARTMENT OF CONSERVATION

3 PURCHASE AND SALES AGREEMENT

4 Winterville Plantation

5 This agreement is by and between the State of
6 Maine, acting through its Bureau of Public Lands, De-
7 partment of Conservation (hereinafter referred to as
8 the "State"), and RONALD P. LAVWAY (46 Allen Street,
9 Presque Isle), acting on behalf of those lessees of
10 camplots 1-20, and ROBERT PARENT (Box 280, Eagle
11 Lake), acting on behalf of those lessees of camplots
12 21-33, on the Public Reserved Lands in Winterville
13 Plantation, as listed in Exhibit A attached hereto
14 (hereinafter referred to collectively as the "Grant-
15 ee"), in accordance with the provisions of 30 MRSA ss
16 4169 and subject to the following terms and condi-
17 tions:

18 (1) The State of Maine shall convey all of its
19 right, title and interest in and to those camplots on
20 the Public Reserved Lands of Winterville Plantation
21 (hereinafter referred to as the "premises"), as shown
22 on Exhibits B1 through B4 attached hereto, reserving
23 (a) for such administrative purposes as may be neces-
24 sary a right-of-way along the road serving Lots 1
25 through 20; (b) excepting the Fish Hatchery Road, so
26 called, a public way which traverses lots 21 through
27 33 and (c) excepting such submerged land as may be
28 the common property of the citizens of the State of
29 Maine. No further obligation against the State of
30 Maine, expressed or implied, is contained in this
31 agreement; and the parties to this agreement do here-
32 by waive all claims or causes for claims against the
33 State of Maine, relating to the ownership and admin-
34 istration of these premises prior to the date of this
35 agreement.

36 (2) The Grantee shall accept the property as
37 conveyed, subject to all terms and conditions as out-

1 lined herein. The Grantee shall, at the time of
2 closing, pay to the State of Maine the sum of
3 \$93,450.00. The Grantee shall also, prior to clos-
4 ing, assume responsibility for such surveys and legal
5 descriptions as may be necessary and for the prepara-
6 tion of deeds, the costs for which shall be borne by
7 the Grantee.

8 (3) The State shall convey this property by
9 quit-claim deed without covenants.

10 (4) The date of closing shall be within 30 days
11 following the effective date of legislation authoriz-
12 ing this sale (120 days following adjournment), un-
13 less otherwise determined by mutual agreement of the
14 parties.

15 (5) The Grantee shall sign this agreement prior
16 to the conclusion of the current Legislative session
17 or the provisions herein shall be withdrawn by the
18 State and the State's offer to sell these lots shall
19 become null and void.

20 (6) If, for any reason the grantee shall fail to
21 meet the terms of this Agreement, in whole or in
22 part, the agreement shall be terminated, subject to
23 renegotiation at the discretion of the Director.

24 (7) The Grantee hereby acknowledges that he has
25 had an opportunity to inspect the property or has
26 voluntarily waived such opportunity and that he un-
27 derstands and accepts the terms of sale as repre-
28 sented herein.

29 (8) The parties hereby acknowledge that Legisla-
30 tive authority is necessary to permit the terms here-
31 of to be performed by the State of Maine, and that
32 this Agreement, therefore, is made contingent upon
33 the granting of such authority. In the event that
34 the present regular session of the Legislature does
35 not approve legislation authorizing this sale, this
36 Agreement shall terminate on the date of adjournment.

37 (9) The Grantee hereby certifies that he has the
38 authority to act on behalf of the individuals, as
39 shown in Exhibit A, and that his signature affixed
40 hereto binds them, collectively and individually to

1 the terms of this agreement. In the event that any
2 party to this agreement, including those individuals
3 listed in Exhibit A, shall default for any reason, in
4 whole or in part, the agreement shall be terminated,
5 subject to renegotiation, as outlined in Paragraph
6 (6).

7 (10) The individual parcels conveyed under au-
8 thority of this agreement shall not be further subdivi-
9 ded for any purpose; nor shall more than one resi-
10 dential structure occupy a parcel. Additional land
11 granted for purposes of waste disposal shall be lim-
12 ited to that purpose and for the development of
13 outbuildings incidental to the use of the property.

14 (11) This document constitutes the entire agree-
15 ment between the parties; all amendments shall be in
16 writing and executed by the parties hereto.

17 FOR THE STATE:

FOR THE GRANTEE:

18
19 Robert H. Gardiner, Jr. - DATE
20 Director
21 Bureau of Public Lands

Ronald P. Lavway - DATE
46 Allen Street
Presque Isle, Me. 04769

22
23 Robert Parent - DATE
24 Box 288
25 Eagle Lake, Me. 04739

26 ACKNOWLEDGED:

ACKNOWLEDGED:

27 _____ - DATE _____ - DATE

1

EXHIBIT A

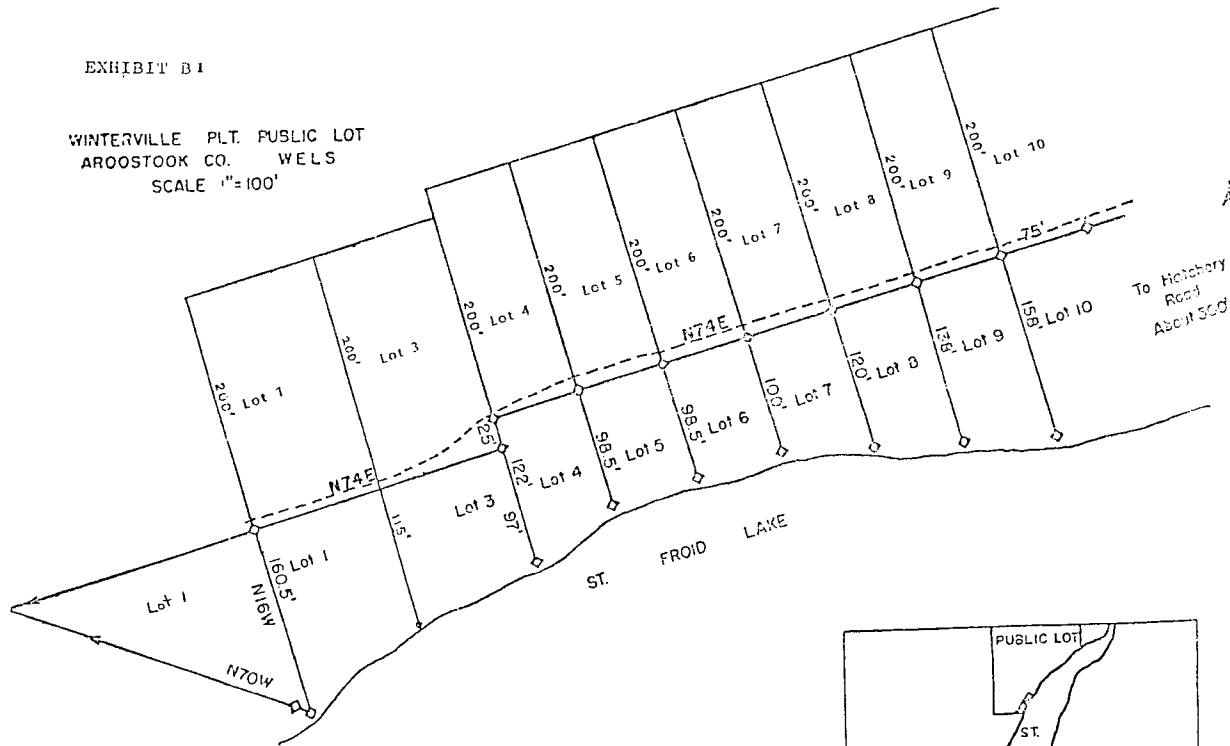
	<u>Lot No.</u>	<u>Lessee</u>
3	1	Melvin A. Nicknair
4		RED 1, Box 260
5		Presque Isle, Maine 04769
6	3	Edgar Crockett
7		10 Judd Street
8		Presque Isle, Maine 04769
9	4	Ronald P. Lavway
10		46 Allen Street
11		Presque Isle, Maine 04769
12	5	Dale A. Collins
13		14 McKinley Street
14		Caribou, Maine 04736
15	6	Frederick Munson
16		R.F.D. 1, Box 219
17		Washburn, Maine 04786
18	7	Peter L. Powers
19		145 Academy Street
20		Presque Isle, Maine 04769
21	8	Leo J. Tardy
22		42 Elm Street
23		Presque Isle, Maine 04769
24	9	Thomas W. Powers
25		46 Wilson Street
26		Presque Isle, Maine 04769
27	10	Milton J. Laveway
28		44 Exchange Street
29		Presque Isle, Maine 04769
30	12	Frank Livingston
31		52 Dupont Drive
32		Presque Isle, Maine 04769
33	13	Albert & Leslie Buswell
34		41 Winter Street

1		Presque Isle, Maine 04769
2	14	Harold Clark
3		Center Road
4		Easton, Maine 04740
5	15	Bertrand Michaud
6		Box 37
7		Eagle Lake, Maine 04739
8	16	Alcier Dube
9		Box 131, Lakeview Apt. 14
10		Eagle Lake, Maine 04739
11	17	Yvette Bouchard
12		R.F.D. 1, Box 1126
13		Soldier Pond, Maine 04781
14	18	Bertram L. Bouchard
15		R.F.D. 1, Box 1127
16		Soldier Pond, Maine 04781
17	19	Fernand Nadeau
18		14 Second Street
19		Hudson, N.H. 03051
20	20	Carroll B. Smith
21		31 Dyer Street
22		Presque Isle, Maine 04769
23	21	Philip and Pearl Lozier
24		13 Second Avenue
25		Fort Kent, Maine 04743
26	22	Edwin A. Pelletier
27		Box 8
28		St. Francis, Maine 04774
29	24	Victorie G. Dubois
30		R 2, Box 525
31		Fort Kent, Maine 04743
32	25	John W. & Marie A. Marion
33		Box 63, 12th Avenue
34		Dorothy, New Jersey 08317
35	27	Rosaire Thibodeau

1		60 Mountain Street
2		Rockville, Connecticut 06066
3	29	Jeanne Devoe Dubay
4		Winterville Plantation
5		Eagle Lake, Maine 04739
6	30	Norman Lafrance
7		34 Morin Street
8		Oakville, Connecticut 06779
9	33	Robert Parent
10		Box 288
11		Eagle Lake, Maine 04749

EXHIBIT B1

WINTERVILLE PLT. PUBLIC LOT
 AROOSTOOK CO. WELS
 SCALE 1"=100'



LOT 1	
" 2	
" 3	
" 4	
" 5	
" 6	
" 7	
" 8	
" 9	
" 10	

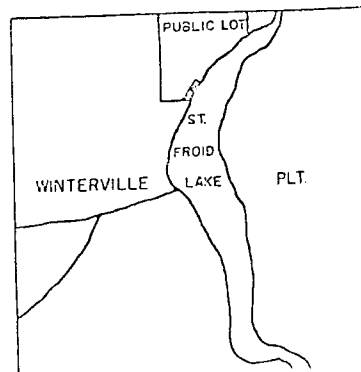
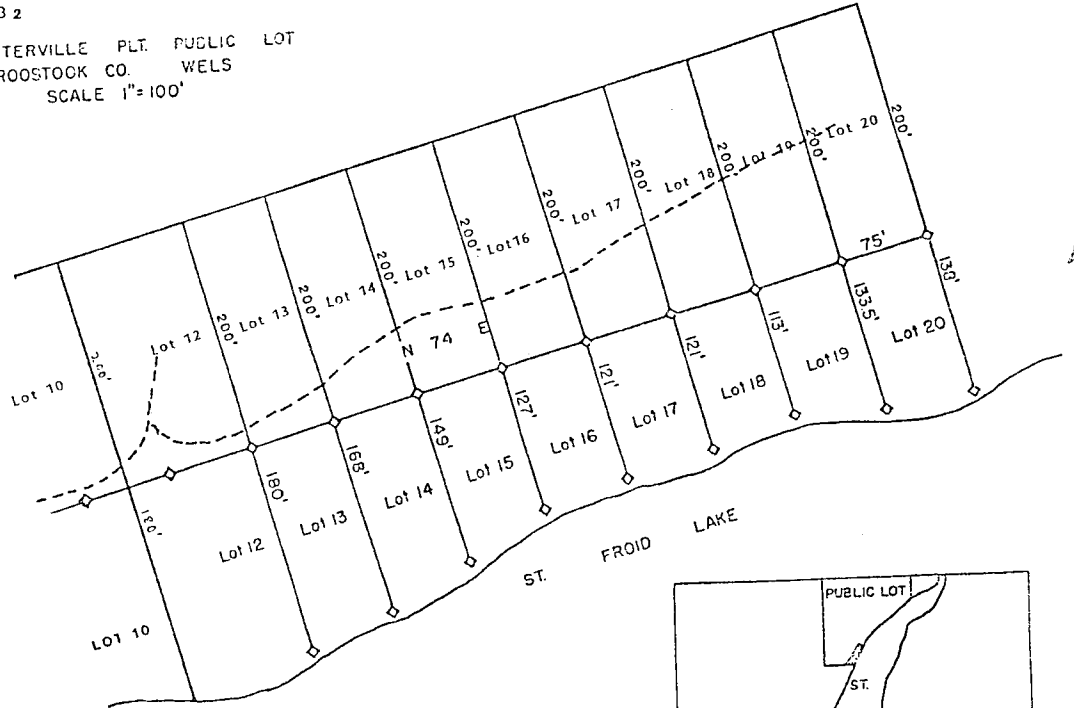


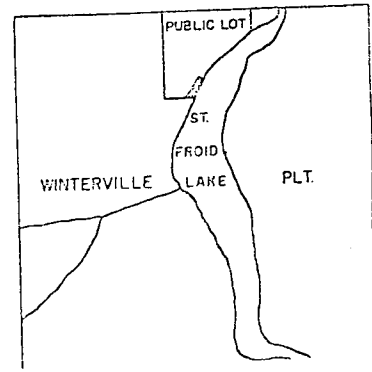
EXHIBIT B 2

WINTERVILLE PLT. PUBLIC LOT
 AROOSTOCK CO. WELS
 SCALE 1"=100'

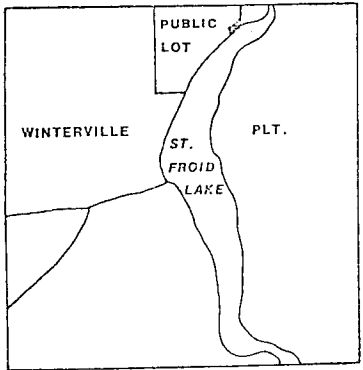


ST. FROID LAKE

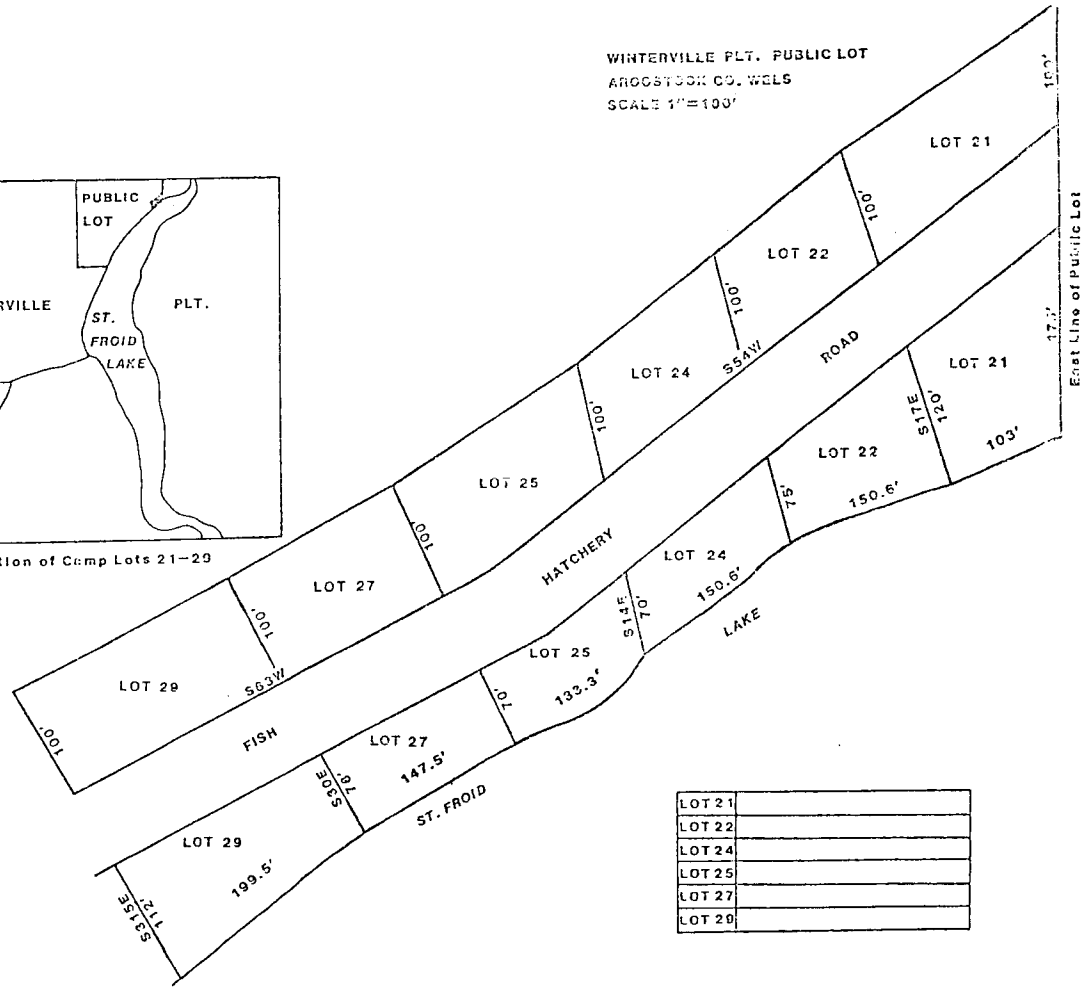
Lot 10	
" 12	
" 13	
" 14	
" 15	
" 16	
" 17	
" 18	
" 19	
" 20	



WINTERVILLE PLT. PUBLIC LOT
 ARGOOSTOOK CO., W.V. S.
 SCALE 1"=100'



Location of Camp Lots 21-29



East Line of Public Lot

LOT 21	
LOT 22	
LOT 24	
LOT 25	
LOT 27	
LOT 29	

1

STATEMENT OF FACT

2 This sale has been negotiated in accordance with
3 the findings of the Joint Standing Committee on Ener-
4 gy and Natural Resources. In its 1984 report on ac-
5 cess to the Public Reserved Lands, the committee rec-
6 ommended that, under certain conditions and at the
7 discretion of the director, where the number of
8 camplots effectively preempts general public access
9 to and use of the Public Reserved Lands, such
10 camplots might be sold to the leaseholders at fair
11 market value. There are within the Public Reserved
12 Lands of Winterville Plantation a total of 26
13 camplots, which occupy 18.25 acres along the shore of
14 St. Froid Lake. The configuration of this complex of
15 lots is such that their use is both private and ex-
16 clusive for the sole benefit of the leaseholders.
17 Sale of the Lots, as appraised, will produce \$93,450
18 for the Public Reserved Lands Acquisition Fund and
19 will enable the bureau to convert this liability to a
20 public benefit elsewhere in the Public Reserve Lands
21 System.

22

6867032486