

MAINE STATE LEGISLATURE

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SECOND REGULAR SESSION

ONE HUNDRED AND THIRTEENTH LEGISLATURE

Legislative Document

NO. 2546

H.P. 1860 House of Representatives, March 17, 1988
Submitted by the Department of Conservation pursuant to
Joint Rule 24.

Referred to the Committee on Energy and Natural
Resources. Sent up for concurrence and ordered printed.
Ordered sent forthwith.

EDWIN H. PERT, Clerk
Presented by Representative HIGGINS of Scarborough.

Cosponsored by Senators USHER of Cumberland, LUDWIG of
Aroostook, and KERRY of York.

STATE OF MAINE

IN THE YEAR OF OUR LORD
NINETEEN HUNDRED AND EIGHTY-EIGHT

RESOLVE, Authorizing the Sale of
Certain Public Lands.

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2
3
4 Director of the Bureau of Public Lands authorized
5 to consummate the sale of certain public land.
6 Resolved: That the Director of the Bureau of Public
7 Lands is authorized to consummate the sale of certain
8 public land contemplated by the agreement dated
9 February 29, 1988, between the State of Maine and
10 Anthony F. Attardo, Anthony F. Attardo, Jr., and Paul

1 Attardo, incorporated in this resolve. All money
2 received from the sale of this land shall be deposited
3 in the Public Reserve Lands Acquisition Fund and shall
4 be used to purchase additional land for the Public
5 Reserve Lands System.

6 Bureau of Public Land
7 DEPARTMENT OF CONSERVATION

8 PURCHASE AND SALES AGREEMENT

9 THIS AGREEMENT is by and between the State of
10 Maine, acting through its Bureau of Public Lands,
11 Department of Conservation (hereinafter referred to as
12 the "State"), and Anthony F. Attardo, Anthony F.
13 Attardo, Jr. and Paul Attardo, all of Scarborough,
14 Maine (hereinafter collectively referred to as the
15 Grantee"), in accordance with the provisions of 30
16 M.R.S.A. Section 4169 and subject to the following
17 terms and conditions:

18 (1) Subject to the terms hereof, the State shall
19 convey all of its right, title and interest in and to
20 a certain lot or parcel of land, (hereinafter referred
21 to as the "premises"), as described in Exhibit A
22 attached hereto.

23 (2) The conveyance of the lot forming the
24 premises shall be by deed to Anthony F. Attardo,
25 Anthony F. Attardo, Jr. and Paul Attardo. No further
26 obligation of the State of Maine, expressed or
27 implied, is contained in this Agreement; and Anthony
28 F. Attardo, Anthony F. Attardo, Jr. and Paul Attardo
29 do hereby waive all claims or causes of action against
30 the State of Maine, its agents or employees, relating
31 to its or their management, ownership or
32 administration of the premises.

33 (3) Grantee shall, at the time of closing, pay to
34 the State of Maine, the sum of \$12,000 by certified or
35 bank check payable to the Treasurer of the State of
36 Maine. The Grantee shall also, prior to closing,
37 arrange and pay for a survey, legal description and
38 deed for the premises in a form satisfactory to the
39 State.

1 (4) The State shall convey the property by
2 quitclaim deed without covenant.

3 (5) The date of closing shall be within 30 days
4 following the effective date of legislation
5 authorizing this sale (the effective date is 90 days
6 following adjournment of the Legislature.)

7 (6) If for any reason the Grantee shall fail to
8 meet the terms of this Agreement, in whole or in part,
9 the agreement shall be terminated, subject to
10 renegotiation at the discretion of the Director of the
11 Bureau.

12 (7) The Grantee hereby acknowledges that he has
13 had an opportunity to inspect the property or has
14 voluntarily waived such opportunity and that he
15 understands and accepts the property and the terms of
16 sale as represented herein.

17 (8) The parties hereby acknowledge that
18 Legislative authority is necessary to permit the terms
19 hereof to be performed by the State, and that this
20 Agreement, therefore, is made contingent upon the
21 granting of such authority. In the event that the
22 113th session of the Legislature does not approve
23 legislation authorizing this sale, this Agreement
24 shall terminate on the date of legislative adjournment
25 of the regular session in 1988.

26 (9) The Grantee hereby certifies that he has full
27 power and authority to act on behalf of the Grantee
28 and that his signature affixed hereto binds the
29 Grantee to the terms of this Agreement. In the event
30 the Grantee shall default for any reason, in whole or
31 in part, the agreement shall be terminated, subject
32 to renegotiation by the Director of the Bureau at his
33 sole discretion.

34 (10) The Grantee accepts the premises and any
35 improvements thereon "as is", and without any
36 representation or warranty as to any of the property,
37 its condition or any matter not explicitly provided
38 for in this Agreement. If any approval or permit of

1 any governmental entity is necessary to the conveyance
2 of the premises as provided for herein, the Grantee
3 will make all arrangements, at his cost, to secure
4 such approval(s) or permit(s); and the State shall
5 cooperate in connection therewith but without cost to
6 it.

7 (11) Notwithstanding any provision hereof, the
8 State shall not convey any land or interest therein
9 which comprises a public road or a great pond.

10 (12) This document constitutes the entire
11 agreement between the parties; all amendments shall be
12 in writing and executed by the parties hereto.

13	FOR THE STATE:	FOR THE GRANTEE
14	<u>/s/ C. Edwin Meadows, Jr.</u>	<u>/s/ Barry J, Hobbins</u>
15		Barry J. Hobbins
16		ATTORNEY IN FACT FOR
17		Anthony F. Attardo, Jr.
18		Paul Attardo
19		Anthony F. Attardo

20 DATE: 2/29/88 DATE: 2/25/88

EXHIBIT A

1

2 A certain lot or parcel of land, with any
3 buildings thereon, situated in the Town of
4 Scarborough, County of Cumberland and State of Maine,
5 on the Ash Swamp Road, so-called, and bounded and
6 described as follows:

7 BEGINNING at the northeast corner of land now or
8 formerly of Albert A. Thurston at said road; thence by
9 the land or said Thurston southwest 71 rods 21 links;
10 thence southeast 22 rods 7 links to a stake; thence
11 northeast to the road; thence northwest by the road 21
12 rods 7 links to the place of beginning, and containing
13 10 acres, more or less.

1 STATEMENT OF FACT

2 This resolve clears a defect in title which
3 currently exists with the property in question. The
4 property may have passed to the State in the 1950's
5 when the owner died apparently without heirs.
6 However, to avoid costly litigation and in recognition
7 of the Attardo's investment in the property, a
8 settlement was reached with the State giving up any
9 claim to the property in return for \$12,000 and the
10 costs of a survey and development of a legal
11 description. The money received through this sale
12 will be deposited in the Public Lands Acquisition Fund
13 to be used to acquire other land of interest to the
14 public.

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