

# MAINE STATE LEGISLATURE

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# 114th MAINE LEGISLATURE

FIRST REGULAR SESSION - 1989

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Legislative Document

No. 1685

H.P. 1213

House of Representatives, May 22, 1989

Reference to the Committee on Energy and Natural Resources suggested and ordered printed.

A handwritten signature in cursive script that reads "Ed Pert".

EDWIN H. PERT, Clerk

Presented by Representative DEXTER of Kingfield.

Cosponsored by Senator LUDWIG of Aroostook, Representative GOULD of Greenville and President PRAY of Penobscot.

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STATE OF MAINE

---

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

---

**Resolve, Authorizing the Conveyance of Certain Public Lands.**

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1           Director of the Bureau of Public Lands; property conveyed by  
quitclaim deed. Resolved: That the Director of the Bureau of  
3           Public Lands may by quitclaim deed convey the following  
properties.

5  
6           1. To the Little Squaw Campowners Association, the land  
7           described in a purchase and sale agreement between the State of  
Maine and the Little Squaw Campowners Association, dated April  
9           12, 1989.

11           2. To the Town of Gray, the land described in a purchase  
and sale agreement between the State of Maine and the Town of  
13           Gray, dated March 7, 1989.

15           3. To Frederic C. Thompson and Doreen Thompson, the land  
described in a purchase and sale agreement between the State of  
17           Maine and Frederic C. Thompson and Doreen Thompson, dated March  
7, 1989.

19           4. To Peter Becker, the land described in a purchase and  
21           sale agreement between the State of Maine and Peter Becker, dated  
April 20, 1989.

23  
24           All money received from the sale of this land shall be  
25           deposited in the Public Reserved Lands Acquisition Fund and shall  
be used to purchase additional land for the public reserved lands  
27           system. The State shall not convey any land or interest in any  
land which comprises a public road or a great pond.

29  
31           **STATEMENT OF FACT**

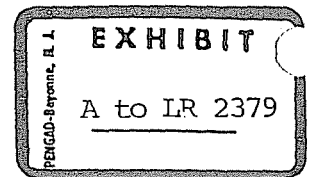
33           The transactions outlined in this resolve involve  
conveyances of small parcels of public lands. Two of the  
35           agreements call for the sale of land with no special public use  
potential at fair market value. The other transaction allows for  
37           a public road relocation adjacent to an existing parcel of public  
land to correct a safety problem. All money received as the  
39           result of these transactions will be deposited in the Public  
Reserved Lands Acquisition Fund and used to acquire land of  
41           greater interest to the public. The agreements and associated  
materials are reproduced as exhibits to this statement of fact.

43  
44           Little Squaw Campowners Association: In accordance with  
45           direction from the 112th Legislature, the Bureau of Public Lands  
negotiated the sale of camp lots in Little Squaw Township to the  
47           camp owners at market value. The camp owners have been leasing  
their lots from the bureau since the bureau acquired these leases  
49           as part of a land exchange in 1975. (Exhibit A)

51           Town of Gray, Frederic C. and Doreen Thompson: These  
transactions allow the Town of Gray to relocate a dangerous  
53           section of road and intersection. (Exhibits B and C)

1 Peter C. Becker: This transaction clarifies a title defect  
which currently exists. The property in question may have  
3 escheated to the State in 1977 when the owner died, apparently  
without heirs. This agreement conveys the State's interest in  
5 the parcel to a nonblood relative at market value. (Exhibit D)

BUREAU OF PUBLIC LANDS  
DEPARTMENT OF CONSERVATION  
Purchase and Sales Agreement



Little Squaw Township

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation (hereinafter referred to as the "State"), and Kathi Cooper (P.O. Box 95, Greenville), acting as agent on behalf of those having leased lots on the Public Reserved Lands in Little Squaw Township, as listed in Exhibit A attached hereto (hereinafter referred to collectively as the "Grantee"), in accordance with the provisions of 30 MRSA ss 4169 and subject to the following terms and conditions:

- (1) The State of Maine shall convey all of its right, title, and interest in and to those camp lots on the Public Reserved Lands of Little Squaw Township (hereinafter referred to as the "premises"), as shown on Exhibits B1 through B7 attached hereto, reserving for such administrative purposes as may be necessary rights-of-way as shown of Exhibits B1, B2, B3, B4, B5, B6 and B7. There shall be no further obligation of the State of Maine, expressed or implied, and the parties to this agreement do hereby waive all claims or causes against the State of Maine, relating to the ownership, administration or condition of these premises. The State shall not be responsible for maintenance of or any costs associated with any rights-of-way serving the camp lots.

Approximate camp lot locations are depicted on exhibits B1 through B7. Exact locations of lot lines will be determined by

recordable survey plan and legal descriptions necessary for the preparation of deeds. Existing driveways serving camp lots shall be granted deeded rights-of-way where necessary. The State shall not convey any land or interest therein which comprises a public road.

- (2) The Grantee shall accept the property as conveyed, subject to all terms and conditions as outlined herein. All of the camp lots shown on Exhibits B1 through B7 shall be conveyed in accordance with this agreement. If a lessee listed on Exhibit A does not wish to acquire title to his/her respective lot under this agreement, then the lessee shall provide written notice to that effect not later than 30 days before closing. The Bureau shall convey said lot instead to an incorporated association of Little Squaw lot owners. Said association shall thereupon lease the respective lot to the lessee under terms and conditions that are substantially equivalent to his/her current camp lot lease with the State.

The Grantee shall, at the time of closing, pay to the State of Maine the sum of \$233,400.00. The Grantee shall also, prior to closing, assume responsibility for preparation of such recordable survey plan and legal descriptions as may be necessary and for the preparation of deeds, the costs for which shall be borne by the Grantee. The State shall contribute half of the cost of the land survey for establishing property lines which form a common boundary between a camp lot and the State's retained ownership, upon presentation of a surveyor's bill approved by the State. The State's share shall not exceed \$5,000.00.

- (3) The State shall convey this property by quitclaim deed without covenant. Unless otherwise directed in writing by the Grantee,

there shall be a separate deed of each camp lot to its current lessee, as shown on Exhibit A.

- (4) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale (120 days following legislative adjournment), unless otherwise determined by mutual agreement of the parties.
- (5) The Grantee shall sign this agreement as agent on behalf of all the camp lot lessees prior to the conclusion of the current regular Legislative session in 1989, or the provisions herein shall be withdrawn by the State and the State's offer to sell these lots shall become null and void.
- (6) If, for any reason, the grantee shall fail to meet the terms of this Agreement, in whole or in part, the agreement shall be terminated, subject to renegotiation at the discretion of the Director of the Bureau.
- (7) The Grantee hereby acknowledges that she has had an opportunity, on behalf of all Grantees, to inspect the property or has voluntarily waived such opportunity and that, on their behalf, she understands and accepts condition of the property as is, and the terms of sale as represented herein.
- (8) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State of Maine, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the present regular session of the Legislature in 1989 does not approve legislation authorizing this sale, this Agreement shall terminate on the date of adjournment.

- (9) The Grantee hereby certifies that she has the authority to act on behalf of the individuals, as shown in Exhibit A, and that her signature affixed hereto binds them, collectively and individually to the terms of this agreement. In the event that any party to this agreement, including those individuals listed in Exhibit A, shall default for any reason, in whole or in part, the agreement shall be terminated, subject to renegotiation, as outlined in Paragraph (6).
- (10) The individual parcels conveyed under authority of this agreement shall not be further subdivided by the Grantee, their heirs, successors, or assigns for any purpose; nor shall more than one residential structure ever occupy a parcel. Each deed shall contain these restrictions, which shall be in perpetuity. Additional land granted for purposes of septic waste disposal shall be limited to that purpose and for the development of outbuildings incidental to the use of the property.



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

FOR THE STATE:

Thomas A. Morrison

Thomas A. Morrison

Director

Bureau of Public Lands

FOR THE GRANTEE:

Kathi Cooper

Kathi Cooper

P.O. Box 95

Greenville, Maine 04441

ACKNOWLEDGED:

Carl L. Holden

4/13/89

DATE

ACKNOWLEDGED:

\_\_\_\_\_

4/12/89

DATE

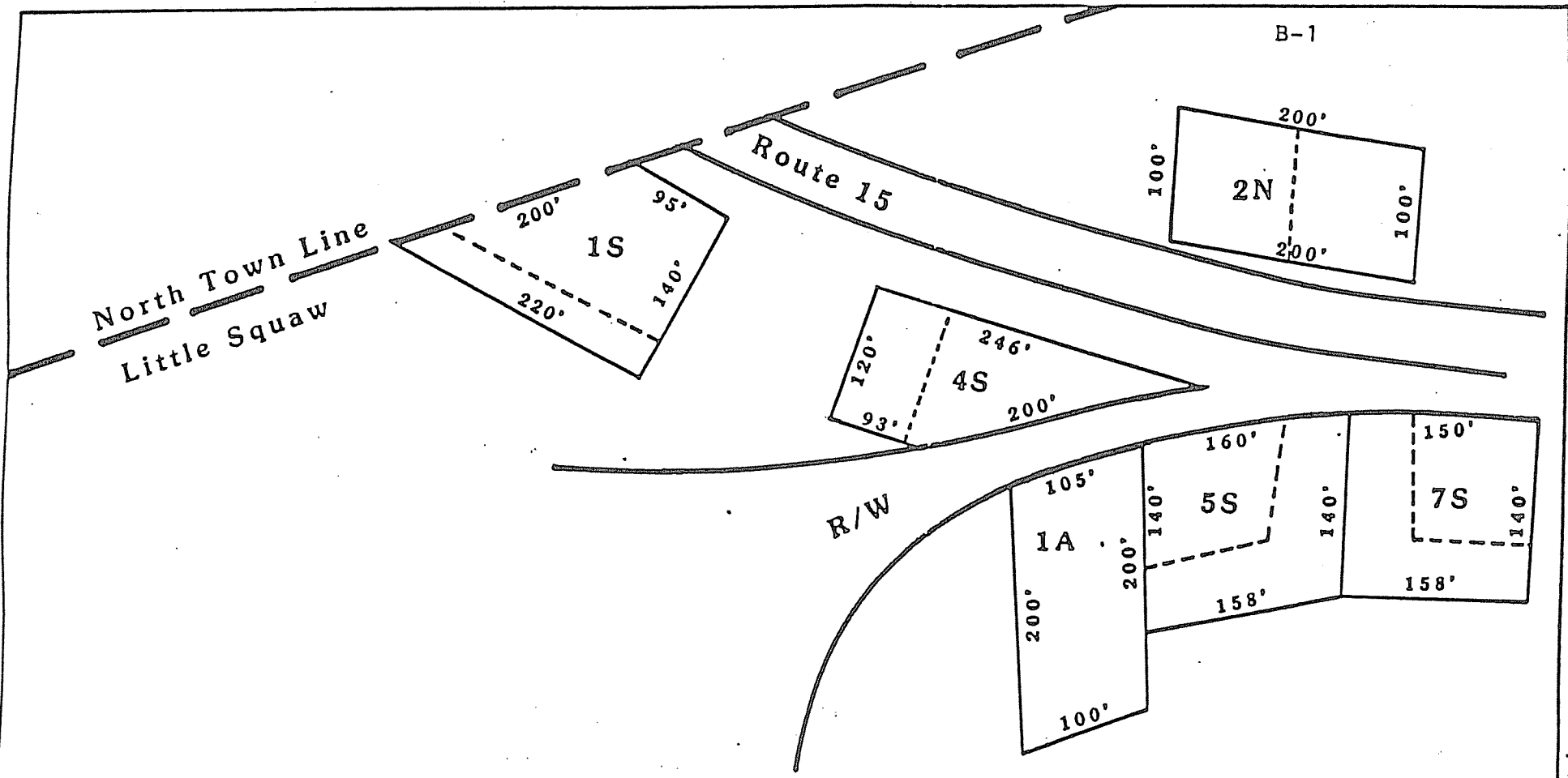
LAST NAME	FIRST NAME	LEASE	LOT
GAUSE	NANCY	21816	01A
BROWN	JOHN M	21816	04D
BIERMANN	FRANCIS A	21816	24D
BIERMANN	FRED T.	21816	25D
COLLIER	ROBERT & PAULINE	21816	02N
RICE	WILLIAM & ELAINE	21816	03N
HILL	NORMAN & TERRI	21816	05N
PHINNEY	JOHN D	21816	06N
BANGOR SAVINGS BANK	DAVID BOUCHARD	21816	07N
ROWE, LINDA	ROBERT MURRAY	21816	08N
PALMER	REGINALD	21816	11N
MCEACHERN	LESLIE & JANET	21816	14N&13
ME CTR INST OUTING CLUB		21816	15N&16
HODGKINS	RICHARD & SHEILA	21816	17N
MYERS	THOMAS E	21816	01S
HERSON	ROBERT S & ELLA K	21816	04S
MCFARLAND JR	VERNON	21816	05S
ADAMS	MARK & SUSAN W	21816	07S
PIERCE	DAVID P.	21816	11S
HUNTINGTON	MILTON F	21816	12S
GILBERT	THOMAS F	21816	13S
NOBLE	WILLIAM R	21816	14S
WOOD	LEROY F	21816	25S
CONNOLLY	DANIEL	21816	26S

LAST NAME	FIRST NAME	LEASE	LOT
STORER	ELEANORA	21816	27S
SEWALL	ADRIAN J	21816	28S
DURGAN	MARY	21816	29S
INGRAHAM, JR	JUNE A AND WILLIAM	21816	30S
HARVEY	CLAYTON L.	21816	31S
AUCLAIR	ROBERT J.	21816	32S
WRIGHT	GERALD	21816	33S
BRADSTREET	SETH	21816	34S&SA
SOLLOWS POHAS	SANDRA L	21816	35S
PERKINS	WARREN	21816	36S
FRENCH	JAMES	21816	37S&38

EXHIBIT B

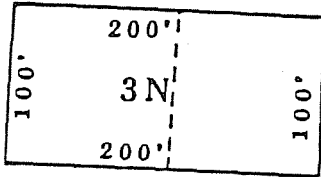
Approximate depictions of camplot locations. Included for informational purposes only. Not intended to represent an accurate survey plan nor to depict all relevant features. Actual lot locations may vary.

NOT TO SCALE.

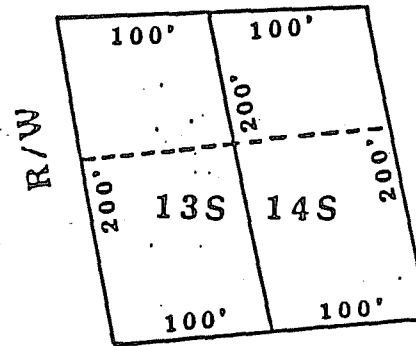
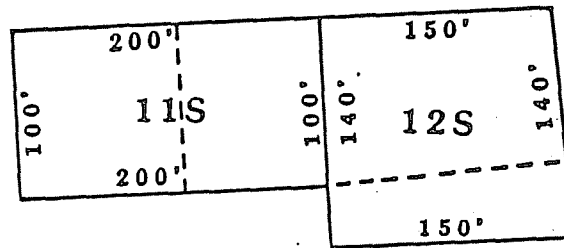


Bureau of Public Lands  
 Camplot Leases

Little Squaw Township  
 Piscataquis County



Route 15



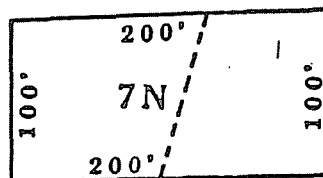
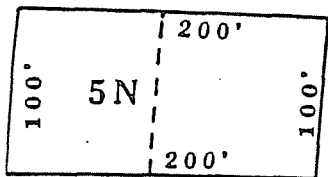
R/W

Bureau of Public Lands

Camplot Leases

Little Squaw Township

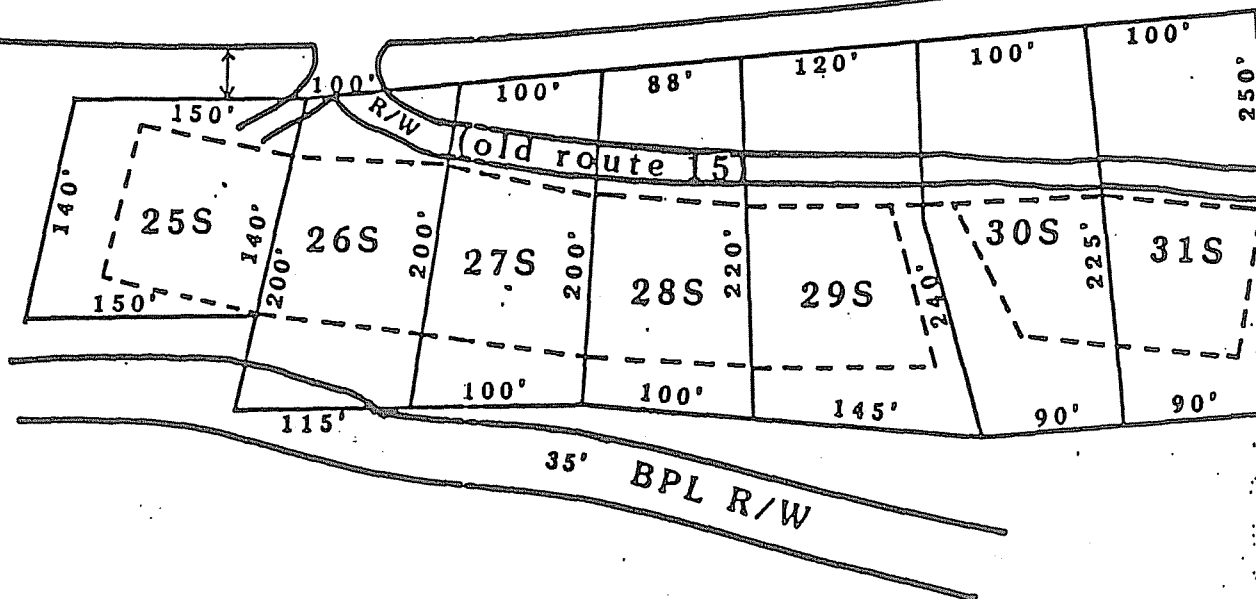
Piscataquis County



Route 15

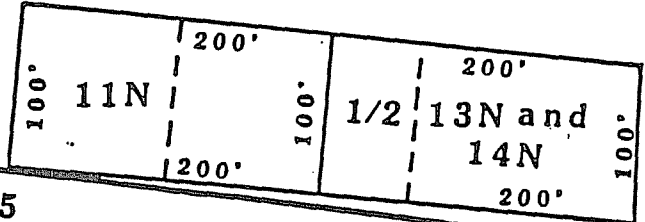
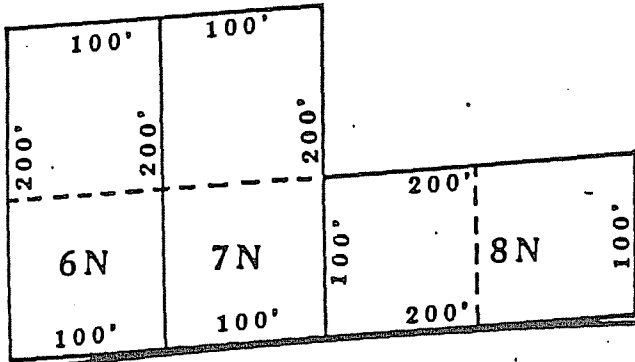
Bureau of Public Lands

Camplot Leases



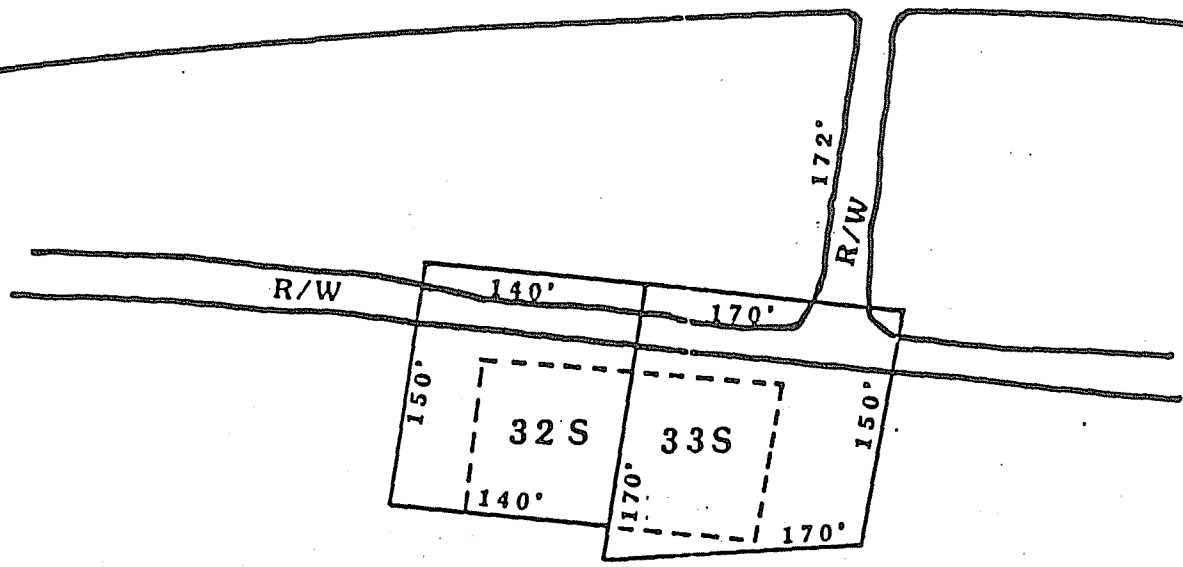
Little Squaw Township

Piscataquis County



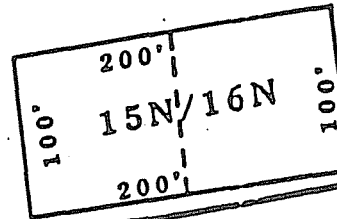
Route 15

Bureau of Public Lands  
Camplot Leases

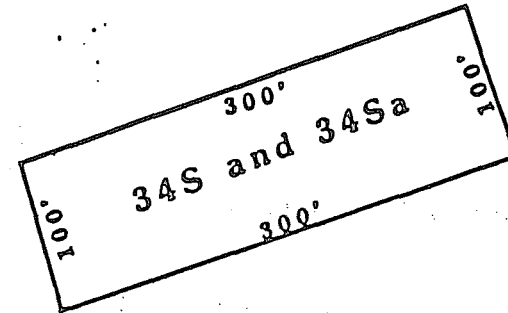


Little Squaw Township  
Piscataquis County





Route 15



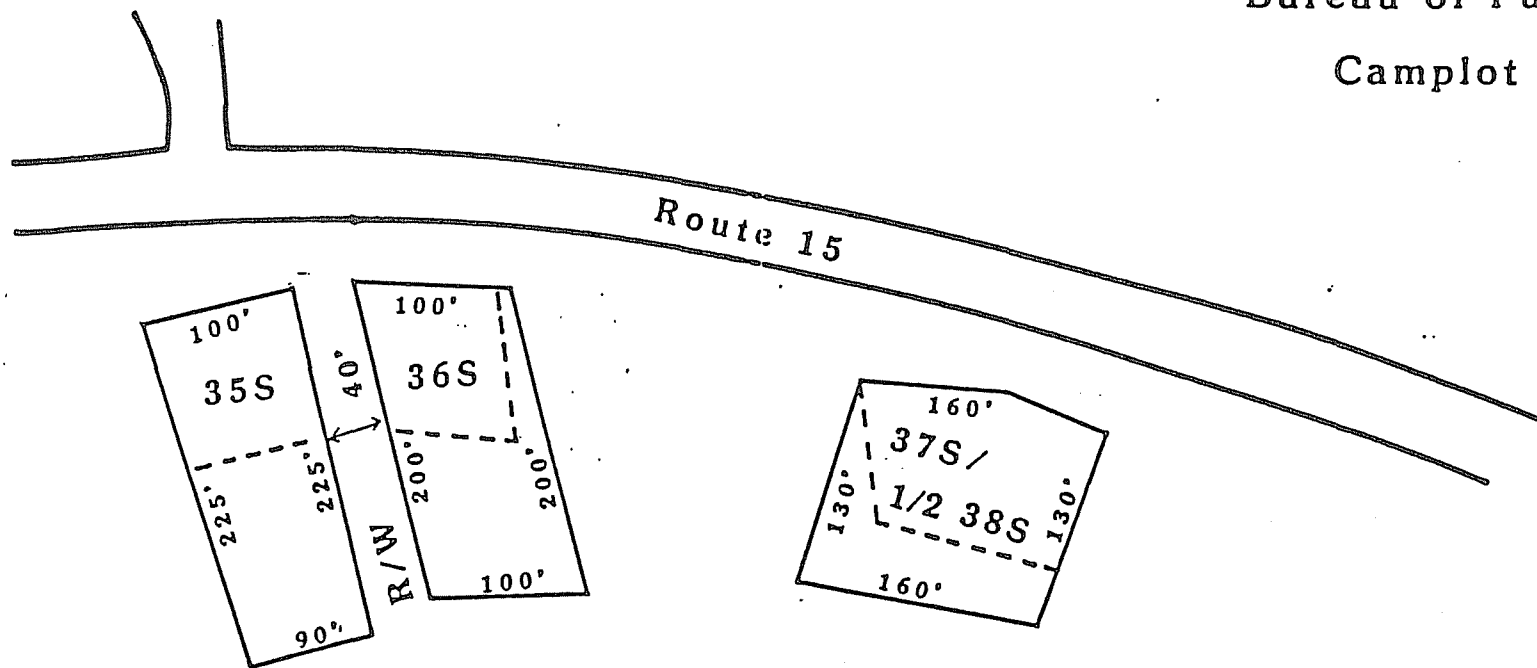
Bureau of Public Lands

Camplot Leases

Little Squaw Township

Piscataquis County

Bureau of Public Lands  
Camplot Leases



Little Squaw Township  
Piscataquis County

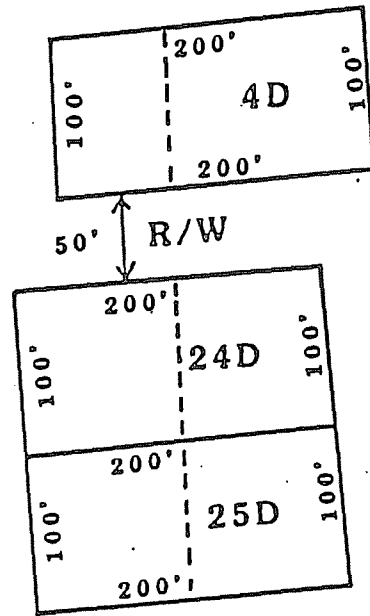
Bureau of Public Lands

Camplot Leases

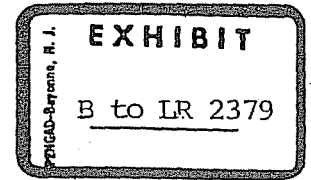
Little Squaw Township

Piscataquis County

C.M.P. Co. Power Line



Public Road



Bureau of Public Lands  
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

THIS AGREEMENT is by and between the STATE OF MAINE, acting through its Bureau of Public Lands, Department of Conservation (hereinafter referred to as the "State"), and Town of Gray (hereinafter referred to as the "Grantee"), in accordance with the provisions of 30 M.R.S.A. Section 4169 Subsection 1 and subject to the following terms and conditions:

- 1) Subject to the terms hereof, the State shall convey all of its right, title and interest in and to a certain lot or parcel of land, (hereinafter referred to as the "premises"), as described in Exhibit A attached hereto and referred to as Parcel 2.
- 2) The conveyance of the premises shall be by quitclaim deed to the Town of Gray. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement and the Town of Gray does hereby waive and release all claims or causes of action against the State of Maine, its agents or employees, relating to its or their management, ownership or administration of the premises.
- 3) The State shall convey said premises at no cost to the Grantee. The Grantee shall, prior to closing, arrange and pay for a survey, and legal description for the premises in a form satisfactory to the State.
- 4) The State shall convey the property by quitclaim deed without covenant.
- 5) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale (the effective date is 90 days following adjournment of the Legislature if the Legislature approves this conveyance).
- 6) If for any reason the Grantee shall fail to meet the terms of this Agreement, in whole or in part, the Agreement shall be terminated, subject to renegotiation at the discretion of the Director of the Bureau.
- 7) The Grantee hereby acknowledges it has had an opportunity to inspect the property or has voluntarily waived such opportunity.
- 8) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State, and that this Agreement, therefore, is made contingent upon the granting of such

authority. In the event that the 114th first regular session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of legislative adjournment of the first regular session in 1989.

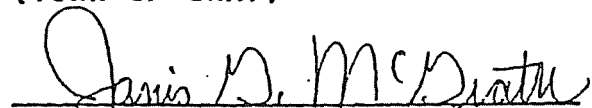
- 9) The Town Manager of the Grantee hereby certifies that she has full power and authority to act on behalf of the Grantee and her signature affixed hereto binds the Grantee to the terms of this Agreement. In the event the Grantee shall default for any reason, in whole or in part, the Agreement shall be terminated, subject to renegotiation by the Director of the Bureau at his sole discretion.
- 10) The Grantee accepts the premises and any improvements thereon "as is", and without any representation or warranty as to any of the property, its condition or any matter not explicitly provided for in this Agreement. If any approval or permit of any governmental entity is necessary to the conveyance of the premises as provided for herein, the Grantee will make all arrangements at its cost, to secure such approval(s) or permit(s) and the State shall cooperate in connection therewith but without cost to it.
- 11) Notwithstanding any provision hereof, the State shall not convey any land or interest therein which comprises a public road or a great pond.
- 12) This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

FOR THE STATE

  
THOMAS MORRISON, DIRECTOR  
BUREAU OF PUBLIC LANDS

DATE: 2/23/89

FOR THE GRANTEE  
(TOWN OF GRAY)

  
JANIS McGRATH, TOWN MANAGER

DATE: 3/7/89

AAIBIT

# JOHN D. PALMITER

REGISTERED LAND SURVEYOR

29 MAYBERRY ROAD, GRAY, ME 04039  
(207) 657-4630

## SURVEY DESCRIPTION FOR STATE OF MAINE TO TOWN OF GRAY Parcel 2 June 14, 1988

A certain lot or parcel of land located south of Depot Road and northeast of Town Farm Road in the Town of Gray, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the assumed south sideline of Depot Road as shown on a plan titled "Maine State Highway Commission - Right of Way Map - State Aid Highway No. 1" - Gray - Cumberland County Proj. 801(2) - SHC file 3-251 dated December 1962, said point being further located easterly 75' +/- from Central Maine Power Company pole #141 as measured along the line of Depot Road;

Thence southerly and southwesterly by a 170' radius curve to the right 126.10' to a point;

Thence S55°W, 190.56' to a point;

Thence southwesterly and southerly by a 388.10' radius curve to the left 325.13' to point of beginning of lot herein described and conveyed;

Thence N27° 41' 36"E, 118.78' along Thompson and orange blazed line to a point;

Thence N36° 01' 39"E, 81.61' along Thompson and orange blazed line to a point;

Thence N27° 16' 36"E, 72.01' along Thompson and orange blazed line to a point;

Thence N78° 04' 14"E, 72.57' along Thompson and orange blazed line to a point;

Thence N63° 39' 11"E, 117.50' along Thompson and orange blazed line to a point;

Thence S55°W, 140.95' along grantors to a point;

Thence southwesterly and southerly by a 328.10' radius curve to the left 274.87' along grantors to a point;

Thence S7°W, 102.38' along grantor to a point;

Thence southerly and southeasterly by a 440' radius curve to the

State of Maine  
Parcel 2.

left 483.81' along grantor to a point on the assumed northeast sideline of Town Farm Road;

Thence N56°W, 237.50' along assumed northeast sideline of Town Farm Road partially following a stone wall to a point in stone wall line located northwest 38' +/- from Central Maine Power Company pole #6 as measured along the line of Town Farm Road;

Thence northwesterly and northerly by a 500' radius curve to the right 302.31' along grantor to a point;

Thence N7°E, 102.38' along grantor to point of beginning.

The herein described parcel contains 40,256 square feet +/- or 0.92 acres and is a portion of grantors land.

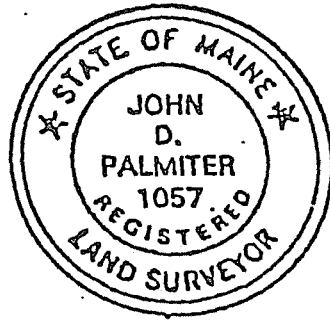
All bearings refer to the magnetic meridian as observed in 1988.

Reference is made to a plan titled "Property Plan for Town Farm Road Relocation - For Town of Gray" dated June 2, 1988 by John D. Palmiter, RLS #1057.

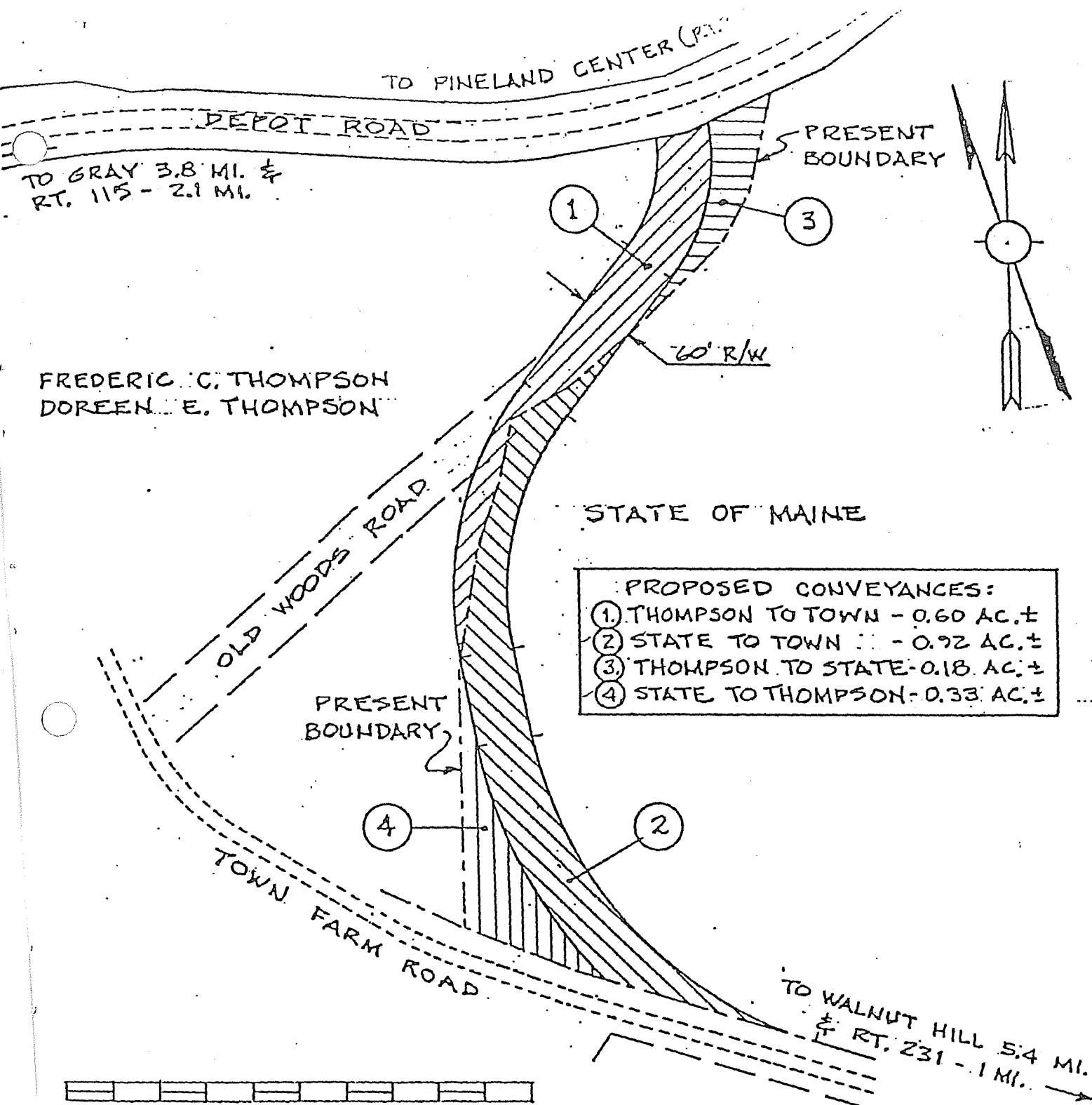
Sincerely yours,

*John D. Palmiter*

John D. Palmiter  
RLS #1057



JDP:dmc



TO GRAY 3.8 MI.  $\frac{1}{4}$   
RT. 115 - 2.1 MI.

TO PINELAND CENTER (PT.)

DEPOT ROAD

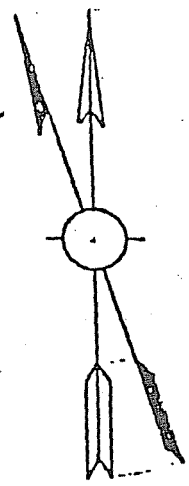
PRESENT BOUNDARY

1

3

60' R/W

FREDERIC C. THOMPSON  
DOREEN E. THOMPSON



OLD WOODS ROAD

STATE OF MAINE

- PROPOSED CONVEYANCES:
- ① THOMPSON TO TOWN - 0.60 AC.  $\pm$
  - ② STATE TO TOWN - 0.92 AC.  $\pm$
  - ③ THOMPSON TO STATE - 0.18 AC.  $\pm$
  - ④ STATE TO THOMPSON - 0.33 AC.  $\pm$

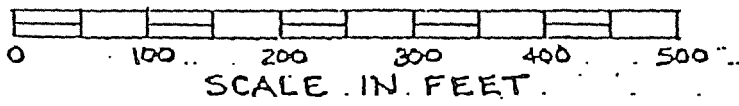
PRESENT BOUNDARY

4

2

TOWN FARM ROAD

TO WALNUT HILL 5.4 MI.  
 $\frac{1}{4}$  RT. 231 - 1 MI.

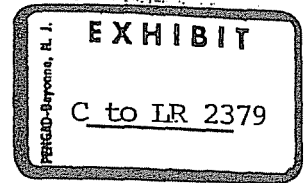


BASED ON SURVEY AND PLAN  
DATED 6/2/88 BY JOHN D.  
PALMITER, R.L.S. 1057.

STATE OF MAINE DEPARTMENT OF CONSERVATION <small>Division of Engineering and Realty</small>	
BUREAU OF PUBLIC LANDS AUGUSTA, MAINE  PROPOSED RELOCATION OF PORTION OF TOWN FARM ROAD GRAY, MAINE	DRAWN R. S. COFFIN
	CHECKED
	DATE Jan. 27, 1989
	SCALE 1"=150'
	PROJECT No.
DIRECTOR	DATE
PINELAND CENTER	

SHEET 1 of 1





Bureau of Public Lands  
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

THIS AGREEMENT is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation (hereinafter referred to as the "State"), and Frederic C. and Doreen Thompson of Gray, Maine (hereinafter referred to as the "Thompsons"), in accordance with the provisions of 30 M.R.S.A. Section 4169 Subsection 1 and subject to the following terms and conditions:

- 1) Subject to the terms hereof, the State shall convey all of its right, title and interest in and to a certain lot or parcel of land, as described in Exhibit A attached hereto and referred to as parcel 4 and the Thompsons shall convey all of their right, title and interest in and to a certain lot or parcel of land as described in Exhibit B attached hereto and referred to as parcel 3.
- 2) The conveyances of the lots forming the premises shall be by reciprocal deeds. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement and the Thompsons hereby waive and release all claims or causes of action against the State of Maine, its agents or employees, relating to its or their management, ownership or administration of the premises referred as parcel 4.
- 3) The State shall, prior to closing, arrange for deeds to the premises in forms satisfactory to the State and the Thompsons.
- 4) The State shall convey parcel 4 by quitclaim deed without covenant and the Thompsons shall convey parcel 3 by warranty deed.
- 5) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale (the effective date is 90 days following adjournment of the Legislature if the Legislature approves the conveyance by the State).
- 6) If for any reasons the State or the Thompsons shall fail to meet the terms of this Agreement, in whole or in part, the Agreement shall be terminated, subject to renegotiation at the discretion of the Director of the Bureau.
- 7) The parties hereby acknowledge that they have had an opportunity to inspect the property or have voluntarily waived such opportunity and that they understand and accept the properties and the terms of this arrangement.


- 8) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the 114th first regular session of the Legislature does not approve legislation authorizing this transaction, this Agreement shall terminate on the date of legislative adjournment of the first regular session in 1989.
- 9) In the event either of the parties shall default for any reason, in whole or in part, the Agreement may be terminated by the other party.
- 10) If any approval or permit of any governmental entity is necessary to the conveyance of the premises as provided for herein, the parties will make all arrangements, but at the Thompson's cost, to secure such approval(s) or permit(s) and the State shall cooperate in connection therewith but without cost to it.
- 11) Notwithstanding any provision hereof, the State shall not convey any land or interest therein which comprises a public road or a great pond.
- 12) This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

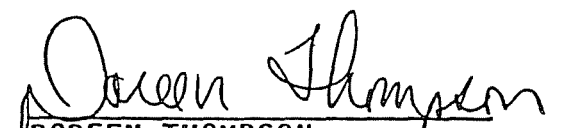
FOR THE STATE

  
THOMAS MORRISON, DIRECTOR  
BUREAU OF PUBLIC LANDS

Date: 2/23/89

FOR THE THOMPSONS

  
FREDERIC C. THOMPSON

  
DOREEN THOMPSON

Date: 3-7-89

# JOHN D. PALMITER

REGISTERED LAND SURVEYOR

29 MAYBERRY ROAD, GRAY, ME 04039  
(207) 657-4630

## SURVEY DESCRIPTION FOR STATE OF MAINE TO FREDERIC C. & DOREEN E. THOMPSON

Parcel 4  
June 14, 1988

A certain lot or parcel of land located south of Depot Road and northeast of Town Farm Road in the Town of Gray, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the assumed south sideline of Depot Road as shown on a plan titled "Maine State Highway Commission - Right of Way Map - State Aid Highway No. 1" - Gray - Cumberland County Proj. 801(2) - SHC file 3-251 dated December 1962, said point being further located easterly 75' +/- from Central Maine Power Company pole #141 as measured along the line of Depot Road;

Thence southerly and southwesterly by a 170' radius curve to the right 126.10' to a point;

Thence S55°W, 190.56' to a point;

Thence southwesterly and southerly by a 388.10' radius curve to the left 325.13' to point of beginning of lot herein described and conveyed;

Thence S16° 58' 45"W, 304.08' along Thompson and orange blazed line to a 1½" x 3' high iron pipe found in stone wall line on the assumed northeast sideline of Town Farm Road;

Thence S51° 20' 50"E, 166.04' along stone wall and assumed northeast sideline of Town Farm Road to a point, said point being northwest 38' +/- from Central Maine Power Company pole #6 as measured along the northeast sideline of Depot Road;

Thence northwesterly and northerly by a 500' radius curve to the right 302.31' along grantor to a point;

Thence N7°E, 102.38' along grantor to point of beginning.

The herein described parcel contains 14,403 square feet +/- or 0.33 acres and is a portion of grantors land.

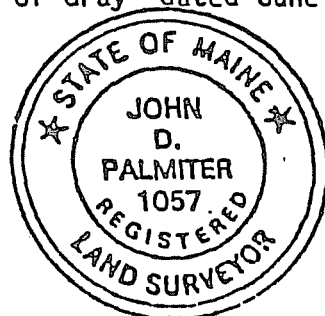
All bearings refer to the magnetic meridian as observed in 1988.

Reference is made to a plan titled "Property Plan for Town Farm Road Relocation - For Town of Gray" dated June 2, 1988 by John D. Palmiter, RLS #1057.

Sincerely yours,

*John D. Palmiter*

John D. Palmiter  
RLS #1057



JDP:dmc

## JOHN D. PALMITER

REGISTERED LAND SURVEYOR

29 MAYBERRY ROAD, GRAY, ME 04039  
(207) 657-4630SURVEY DESCRIPTION FOR FREDERIC C. & DOREEN THOMPSON  
TO STATE OF MAINE*Parcel Sheet 3*

June 14, 1988

A certain lot or parcel of land located south of Depot Road and northeast of Town Farm Road in the Town of Gray, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the assumed south sideline of Depot Road as shown on a plan titled "Maine State Highway Commission - Right of Way Map - State Aid Highway No. 1" - Gray - Cumberland County Proj. 801(2) - SHC file 3-251 dated December 1962, said point being further located easterly 75' +/- from Central Maine Power Company pole #141 as measured along the line of Depot Road;

Thence  $S85^{\circ} 39'E$ , 29.11' along the assumed south sideline of Depot Road to a point;

Thence  $N82^{\circ} 01'E$ , 32.72 along the assumed south sideline of Depot Road to point of beginning of lot herein described and conveyed;

Thence  $N82^{\circ} 01'E$ , 75.33' along the assumed south sideline of Depot Road to a point

Thence  $S31^{\circ} 03'W$ , 114.39' along State of Maine and orange blazed line to a point;

Thence  $S46^{\circ} 58' 30''W$ , 61.55' along State of Maine and orange blazed line to a point;

Thence  $S63^{\circ} 39' 06''W$ , 119.09' along State of Maine and orange blazed line to a point;

Thence  $N55^{\circ}E$ , 49.61' along grantors to a point;

Thence northeasterly and northerly by a 230' radius curve to the left 186.19' along grantors to a point on the assumed south sideline of Depot Road and point of beginning.

The herein described parcel contains 7,747 square feet +/- or 0.18 acres and is a portion of lot conveyed by Michael D. and Karen C. Wiest to Frederic C. & Doreen E. Thompson by deed dated April 15, 1971 and recorded in Cumberland County Registry of Deeds book 3166, page 614.

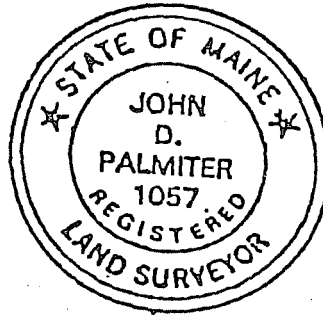
All bearings refer to the magnetic meridian as observed in 1988.

Reference is made to a plan titled "Property Plan for Town Farm Road Relocation - For Town of Gray" dated June 2, 1988 by John D. Palmiter, RLS #1057.

Sincerely yours,

*John D. Palmiter*

John D. Palmiter  
RLS #1057



JDP:dmc

TO PINELAND CENTER (K...)

DEPOT ROAD

TO GRAY 3.8 MI. &  
RT. 115 - 2.1 MI.

PRESENT BOUNDARY

1

3

60' R/W

FREDERIC C. THOMPSON  
DOREEN E. THOMPSON

OLD WOODS ROAD

STATE OF MAINE

- PROPOSED CONVEYANCES:
- ① THOMPSON TO TOWN - 0.60 AC. ±
  - ② STATE TO TOWN - 0.92 AC. ±
  - ③ THOMPSON TO STATE - 0.18 AC. ±
  - ④ STATE TO THOMPSON - 0.33 AC. ±

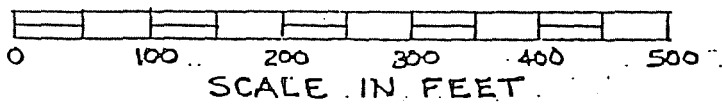
PRESENT BOUNDARY

4

2

TOWN FARM ROAD

TO WALNUT HILL 5.4 MI.  
& RT. 231 - 1 MI.

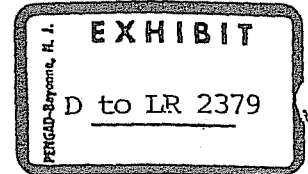


BASED ON SURVEY AND PLAN  
DATED 6/2/88 BY JOHN D.  
PALMITER, R.L.S. 1057.

STATE OF MAINE DEPARTMENT OF CONSERVATION <small>Division of Engineering and Realty</small>		
BUREAU OF PUBLIC LANDS AUGUSTA, MAINE  PROPOSED RELOCATION OF PORTION OF TOWN FARM ROAD GRAY, MAINE	DRAWN R. S. COFFIN	
	CHECKED	
	DATE Jan. 27, 1989	
	SCALE 1" = 150'	
	PROJECT No.	
FEDERAL No.		
DIRECTOR	DATE	SHEET 1 of 1
		PINELAND CENTER

BUREAU OF PUBLIC LANDS  
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT



THIS AGREEMENT is by and between the State of Maine, acting through its Bureau of Public lands, Department of Conservation (hereinafter referred to as the "State"), and Peter Becker of Ventura, California (hereinafter referred as the "Grantee"), in accordance with the provisions of 30 M.R.S.A. Section 4169 and subject to the following terms and conditions:

- 1) Subject to the terms herein, the State shall convey all of its right, title and interest in and to a certain lot or parcel of land, (hereinafter referred to as the "premises"), as described in Exhibit A and shown on Exhibit B attached hereto.
- 2) The conveyance of the lot forming the premises shall be by deed to Peter Becker. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement; and Peter Becker does hereby waive all claims or causes of action against the State of Maine, its agents or employees, relating to its or their management, ownership or administration of the premises.
- 3) Grantee shall, at the time of closing, pay to the State of Maine, the sum of \$8,400.00 by certified or bank check payable to the Treasurer of the State of Maine.
- 4) The State shall prepare and convey the property by quitclaim deed without covenant.
- 5) The date of closing shall be within 90 days following the effective date of legislation authorizing this sale (the effective date is 90 days following adjournment of the Legislature).
- 6) If for any reason the Grantee shall fail to meet the terms of this Agreement, in whole or in part, the agreement shall be terminated, subject to renegotiation at the discretion of the Director of the Bureau.
- 7) The Grantee hereby acknowledges that he has had an opportunity to inspect the property or has voluntarily waived such opportunity and that he understands and accepts the property and the terms of sale as represented herein.
- 8) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State, and that this Agreement, therefore, is made contingent upon the granting of such

authority. In the event that the 114th Regular Session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of legislative adjournment of the regular session in 1989.

- 9) The Grantee accepts the premises and any improvements thereon "as is" and without any representation or warranty as to any of the property, its condition, its title, or any matter not explicitly provided for in this Agreement. If any approval or permit of any governmental entity is necessary to the conveyance of the premises as provided for herein, the Grantee will make all arrangements, at his cost, to secure such approval(s) or permit(s), and the State shall cooperate in connection therewith but without cost to it.
- 10) Notwithstanding any provision hereof, the State shall not convey any land or interest therein which comprises a public road or a great pond.
- 11) This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

FOR THE STATE:

Thomas Morrison  
THOMAS MORRISON, DIRECTOR  
BUREAU OF PUBLIC LANDS

GRANTEE:

Peter Becker by Lee Bragg  
PETER BECKER  
his duly authorized  
attorney-in-fact.

April 20, 1989  
DATE

April 13, 1989  
DATE



Description for land in Vassalboro  
formerly owned by Ethyl Mombelly

---three certain lots or parcels of land situated in the Town of Vassalboro, County of Kennebec and State of Maine bounded and described as follows:

Parcel I

The lot containing eight acres, more or less, as bounded on the North by land owned by Annie L. Becker; on the West by land formerly owned by John Brown; on the South by land of Ralph E. Miller; and on the East by land formerly owned by Horatio Dickey and land formerly owned by George Lamson; meaning and intending hereby to convey the North one-half portion of the land described in deed of Elijah Miller and Addie M. Miller to Ralph E. Miller, dated June 1, 1938 and recorded in Kennebec County Registry of Deeds, Book 746, Page 95.

Excepting and reserving, however, the right to said Elijah Miller et al., as reserved in their deed to Ralph E. Miller, to enter upon said premises at any time during their lives, or the life of either one, and to cut and remove therefrom so much wood or lumber as may be necessary for their own domestic purposes, or the upkeep of their buildings.

The above premises are the same as conveyed from Ralph E. Miller to Ethyl A. Mombelly by Warranty Deed dated March 25, 1939 recorded at the Kennebec County Registry of Deeds in Book 749 Page 370, and also as shown on the Vassalboro assessment map 9 as lot 42.

PARCEL II

A certain lot or parcel of land containing 16 acres, more or less, with any buildings thereon, situated in said Vassalboro, and lying on the easterly side of the road leading over Mudgett Hill, so-called, and bounded and described as follows, to wit: Commencing in the westerly line of the Belfast Road where the same is intersected by the southerly line of Ralph E. Miller, and continuing in a westerly direction in the southerly line of land of said Ralph E. Miller, thirteen rods; thence at about right angle and continuing in a northerly direction twelve rods to the southerly line of land formerly owned by Etta V. Twitchell, now owned by Clifford Berryman; thence continuing in a westerly direction along the southerly line of said Berryman land to the easterly line of the Mudgett Hill Road; thence continuing in a southerly direction along the easterly line of said Mudgett Hill Road to a stake to be placed at the northwesterly corner of land of A. Laurel

Becker; thence continuing along the northerly line of land of said A. Laurel Becker in an easterly direction and in a line about parallel with the southerly line of said Berryman land to the westerly line of said Belfast Road; thence continuing along the westerly line of said Belfast Road to the point of beginning.

Meaning and intending hereby to convey the northerly half of premises conveyed to Elijah Miller and Addie M. Miller, by deed of Robert J. Stone, dated May 14, 1923, and recorded in Kennebec County Registry of Deeds, in Book 610, Page 61, with the exception of a parcel of land in the northeasterly corner thereof, the same being thirteen rods in depth and twelve rods along said Belfast Road, which was heretofore conveyed by the said Elijah Miller to the said Ralph E. Miller, by deed recorded in said Registry.

This deed is accepted with the understanding and agreement that the said Elijah Miller at his option is to reside upon said premises for the remainder of his life, having also the right to cut and use, for his own purpose, any of the cord wood upon said premises.

The above described parcel is the same as conveyed from Elijah Miller to Ethyl M. Mombelly by Warranty Deed dated October 11, 1945, and recorded at Kennebec County Registry of Deeds in Book 844, page 142.

Excepting and reserving also therefrom, however, a strip of land containing 0.13 acres, more or less, adjacent to said Belfast Road, also known as Route 3, as conveyed from Ethyl A. Mombelly to Maine State Highway Commission by deed dated September 16, 1957 recorded at the Kennebec County Registry of Deeds in Book 1091 Page 169, and as shown on Right of Way Map as parcel 40 in Plan Book 23 Page 8.

### PARCEL III

A certain lot or parcel of land situated in said Vassalboro, containing one half acres, more or less, westerly of the North Belfast Road, and bounded and described as follows, to wit: Commencing at an iron pin at a point in the southerly line of land of Florence Gilman, which point is six and one-half rods, more or less, westerly from the westerly line of said North Belfast Road, and thence continuing in a westerly direction along the southerly line of land of said Florence Gilman and Roger Berryman, six and one-half rods, more or less, to another iron pin; thence at about right angle and continuing in a southerly direction along the easterly line of land of Ethyl A. Mombelly, twelve rods, more or less, to another iron pin; thence continuing in an easterly direction along the northerly line of land of said Ethyl A. Mombelly, a distance of six and one-half rods, more or less, to another iron pin; thence continuing in a northerly direction

in a line about parallel with said easterly line of land of said Ethyl A. Mombelly, twelve rods, more or less, to the point of beginning.

Meaning and intending to hereby convey the rear lots from premises conveyed to Ralph E. Miller by Elijah Miller, in deeds, one dated February 26, 1945, and recorded in Kennebec County Registry of Deeds in Book 818 Page 558, and the other dated October, 1944, and recorded in said Registry in Book 812 Page 572.

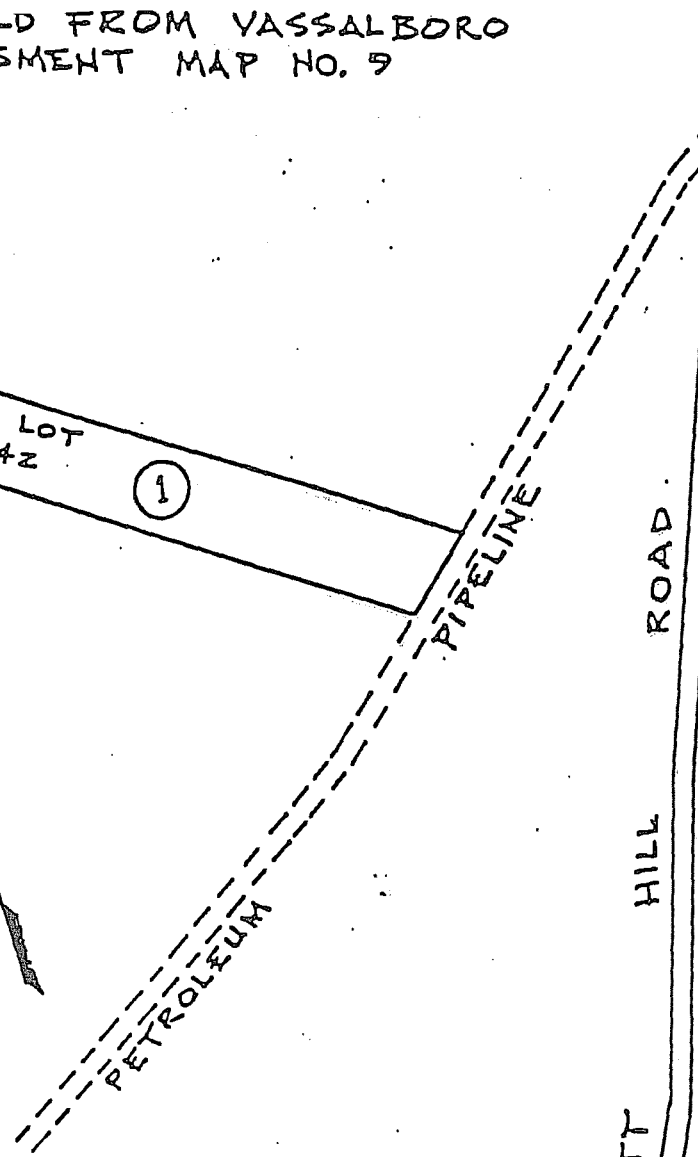
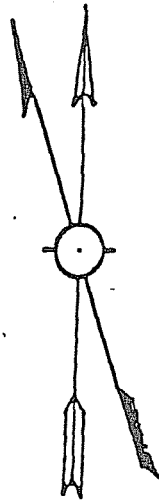
The above described parcel being the westerly half of the first excepted lot as stated in Parcel II above and also the same as conveyed from Ralph E. Miller to Ethyl A. Mombelly by Warranty Deed dated October 4, 1946 and recorded at Kennebec County Registry of Deeds in Book 846 Page 128.

Parcels II and III are as shown on Vassalboro assessment map 9 as lot 34.

INDEXED FROM VASSALBORO  
ASSESSMENT MAP NO. 9

EXHIBIT "B"

TAX LOT  
9-42  
①



ETHYL MOMBELLY DEEDS:  
 ① MAR. 25, 1939 749-370 - 7.8  
 ② OCT. 11, 1945 844-142 - 16.0  
 ③ OCT. 4, 1946 846-128 - 0.5  
 TOTAL ACREAGE - 24.3 ±

TAX LOT  
9-34

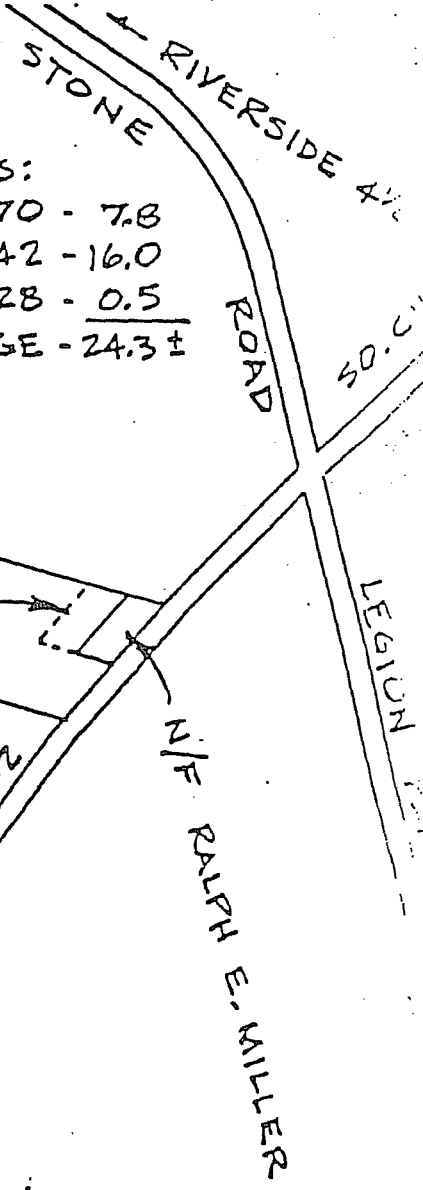
MUDGETT HILL ROAD

②

③

ROUTES 3, 9, 202

THIS MAP IS FOR REFERENCE ONLY.



AUGUSTA ROAD  
AUGUSTA 8 MI.

STATE OF MAINE DEPARTMENT OF CONSERVATION <small>Division of Engineering and Survey</small>	
BUREAU OF PUBLIC LANDS AUGUSTA, MAINE  PROPOSED CONVEYANCE TO PETER C. BECKER VASSALBORO, MAINE	DRAWN R. S. COFFIN
	CHECKED
	DATE Mar. 7, 1989
	SCALE 1" = 500'
	PROJECT NO.
FEDERAL NO.	
SHEET 1 of 1	
DIRECTOR	DATE