

# MAINE STATE LEGISLATURE

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# 115th MAINE LEGISLATURE

## FIRST REGULAR SESSION-1991

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Legislative Document

No. 1311

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H.P. 914

House of Representatives, March 27, 1991

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 WENTWORTH of Arundel.

Cosponsored by Senator TITCOMB of Cumberland and Representative LORD of Waterboro.

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STATE OF MAINE

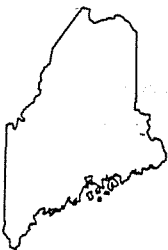
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IN THE YEAR OF OUR LORD  
NINETEEN HUNDRED AND NINETY-ONE

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Resolve, Authorizing the Sale of Certain Public Lands.

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2           **Director of the Bureau of Public Lands authorized to consummate the**  
3 **sale of certain public land. Resolved:** That the Director of the  
4 Bureau of Public Lands is authorized to consummate the sale of  
5 certain public lands according to the agreement between the State  
6 of Maine and Rebecca S. Brown incorporated in this resolve. All  
7 money received from the sale of this land must be deposited in  
8 the Public Reserve Lands Acquisition Fund and used to purchase  
additional land for the public reserve lands system.

10                           Bureau of Public Lands  
11                           DEPARTMENT OF CONSERVATION

12   PURCHASE AND SALES AGREEMENT

13           THIS AGREEMENT is by and between the State of Maine, acting  
14 through its Bureau of Public Lands, Department of Conservation  
15 (hereinafter referred to as the "State"), and Rebecca S. Brown of  
16 Kennebunkport, Maine, in accordance with the provisions of 12  
17 M.R.S.A. Section 590 and subject to the following terms and  
18 conditions:  
19

20           (1) Subject to the terms hereof, the State shall convey all  
21 of its right, title and interest in and to a certain lot or  
22 parcel of land, (hereinafter referred to as the "premises"), as  
23 described in Exhibit A attached hereto.  
24

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

33           (3) Grantee shall, at the time of closing, pay to the State  
34 of Maine, the sum of \$1,000 by certified or bank check payable to  
35 the Treasurer of the State of Maine. The Grantee shall also,  
36 prior to closing, arrange and pay for a survey, legal description  
37 and deed for the premises in a form satisfactory to the State.  
38

39           (4) The State shall convey the property by quitclaim deed  
40 without covenant.  
41

42           (5) The date of closing shall be within 30 days following  
43 the effective date of legislation authorizing this sale (the  
44 effective date is 90 days following adjournment of the  
45 Legislature.)  
46

47           (6) If for any reason the Grantee shall fail to meet the  
48 terms of this Agreement, in whole or in part, the agreement shall  
49

2 be terminated, subject to renegotiation at the discretion of the  
Director of the Bureau.

4 (7) The Grantee hereby acknowledges that she has had an  
6 opportunity to inspect the property or has voluntarily waived  
such opportunity and that she understands and accepts the  
property and the terms of sale as represented herein.

8 (8) The parties hereby acknowledge that Legislative  
10 authority is necessary to permit the terms hereof to be performed  
12 by the State, and that this Agreement, therefore, is made  
contingent upon the granting of such authority. In the event  
14 that the 115th session of the Legislature does not approve  
legislation authorizing this sale, this Agreement shall terminate  
16 on the date of legislative adjournment of the regular session in  
1991.

18 (9) The Grantee hereby certifies that she has full power  
20 and authority to act on behalf of the Grantee and that her  
signature affixed hereto binds the Grantee to the terms of this  
22 Agreement. In the event the Grantee shall default for any  
reason, in whole or in part, the agreement shall be terminated,  
24 subject to renegotiation by the Director of the Bureau at his  
sole discretion.

26 (10) The Grantee accepts the premises and any improvements  
thereon "as is", and without any representation or warranty as to  
28 any of the property, its condition or any matter not explicitly  
provided for in this Agreement. If any approval or permit of any  
30 governmental entity is necessary to the conveyance of the  
premises as provided for herein, the Grantee will make all  
32 arrangements, at his cost, to secure such approval(s) or  
permit(s), and the State shall cooperate in connection therewith  
34 but without cost to it.

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

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

44 FOR THE STATE:

FOR THE GRANTEE

46 \_\_\_\_\_

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48  
50 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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EXHIBIT A

A certain triangular lot or parcel of land situated in the Town of Kennebunkport, County of York and State of Maine, described as follows:

Beginning at an iron pipe set in the southwesterly sideline of the Old Cape Road, so-called, at a point which is the easterly corner of land conveyed to the Grantee by Eva LeClair as recorded in Book 4985, Page 166; thence by and along the southwesterly sideline of said Old Cape Road on an approximate course of South fifty one degrees East to the junction of Old Cape Road with the westerly sideline of Route #9; thence by and along the westerly sideline of said Route #9 in a general southerly direction to a point which marks the southeasterly corner of the above referenced parcel conveyed to this Grantee by Eva LeClair; thence in a northwesterly direction along an old abandoned or discontinued road and the common boundary line of the above-referenced parcel conveyed by LeClair to this Grantee to the Old Cape Road and the point of beginning; containing approximately 1 acre, more or less.

STATEMENT OF FACT

This resolve authorizes the Director of the Bureau of Public Lands to consummate the sale of certain public lands to Rebecca S. Brown.