

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE
ONE HUNDRED AND TWELFTH LEGISLATURE

SECOND REGULAR SESSION
January 8, 1986 to April 16, 1986

SECOND SPECIAL SESSION
May 28, 1986 to May 30, 1986

AND AT THE

THIRD SPECIAL SESSION
October 17, 1986

PUBLISHED BY THE DIRECTOR OF REVISOR OF STATUTES IN
ACCORDANCE WITH MAINE REVISED STATUTES ANNOTATED,
TITLE 3, SECTION 163-A, SUBSECTION 4.

J.S. McCarthy Co., Inc.
Augusta, Maine

RESOLVES
OF THE
STATE OF MAINE

AS PASSED AT THE
SECOND REGULAR SESSION
of the
ONE HUNDRED AND TWELFTH LEGISLATURE
1985

porting date of the committee be amended to read as follows:

Report. Resolved: That this Joint Select Committee for Learning Disabled Children shall prepare and present a report, including any necessary legislation, to the Governor and the Joint Standing Committee on Education no later than January 1, 1986 an interim report to the Governor and the Joint Standing Committee on Education of the 112th Legislature by March 1, 1986. The committee report shall include necessary proposed legislation. The committee shall issue its final report, including recommendations and suggested legislation, to the Governor and the Legislature prior to the convening of the Legislature in December 1986. This report shall:

Appropriation. The following funds are appropriated from the General Fund to carry out the purposes of this Act.

1986-87

Joint Select Committee
for Learning Disabled Children

All Other \$2,000

Emergency clause. In view of the emergency cited in the preamble, this resolve shall take effect when approved.

Effective April 18, 1986.

CHAPTER 83

H.P. 1626 - L.D. 2294

Resolve, Authorizing the Sale of Certain
Public Reserved Lands in Winterville
Plantation.

Director of Bureau of Public Lands authorized to consummate the sale of certain Public Reserved Lands. Resolved: That the Director of the Bureau of Public Lands is authorized to consummate the sale of certain Public Reserved Lands, as provided in the attached agreement with the authorized agents of the camplot leaseholders in Winterville Plantation. Notwithstanding any provisions of the attached agreement,

the State shall not convey any land or interest therein which comprises a public road or a great pond. All money received from the sale of Public Reserved Lands shall be deposited in the Public Reserve Lands Acquisition Fund to be used exclusively for the purchase of additional land for the system.

Bureau of Public Land
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

Winterville Plantation

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 RONALD P. LAVWAY (46 Allen Street, Presque Isle), acting on behalf of those lessees of camplots 1-20, and ROBERT PARENT (Box 288, Eagle Lake), acting on behalf of those lessees of camplots 21-33, on the Public Reserved Lands in Winterville Plantation, 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 camplots on the Public Reserved Lands of Winterville Plantation (hereinafter referred to as the "premises"), as shown on Exhibits B1 through B4 attached hereto, reserving (a) for such administrative purposes as may be necessary a right-of-way along the road serving Lots 1 through 20; (b) excepting the Fish Hatchery Road, so called, a public way which traverses lots 21 through 33 and (c) excepting such submerged land as may be the common property of the citizens of the State of Maine. No further obligation against the State of Maine, expressed or implied, is contained in this agreement; and the parties to this agreement do hereby waive all claims or causes for claims against the State of Maine, relating to the ownership and administration of these premises prior to the date of this agreement.

(2) The Grantee shall accept the property as conveyed, subject to all terms and conditions as outlined herein. The Grantee shall, at the time of closing, pay to the State of Maine the sum of \$93,450.00. The Grantee shall also, prior to closing, assume responsibility for such surveys and legal descriptions as may be necessary and for the preparation of deeds, the costs for which shall be borne by the Grantee.

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

(4) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale (120 days following adjournment), unless otherwise determined by mutual agreement of the parties.

(5) The Grantee shall sign this agreement prior to the conclusion of the current Legislative session 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.

(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 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 does not approve legislation authorizing this sale, this Agreement shall terminate on the date of adjournment.

(9) The Grantee hereby certifies that he has the authority to act on behalf of the individuals, as shown in Exhibit A, and that his 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 for any purpose; nor shall more than one residential structure occupy a parcel. Additional land granted for purposes of 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:

FOR THE GRANTEE:

Robert H. Gardiner, Jr.
Director
Bureau of Public Lands

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

Robert Parent - DATE
Box 288
Eagle Lake, Me. 04739

ACKNOWLEDGED:

ACKNOWLEDGED:

_____ - DATE _____ - DATE

EXHIBIT A

Lot No.

Lessee

1

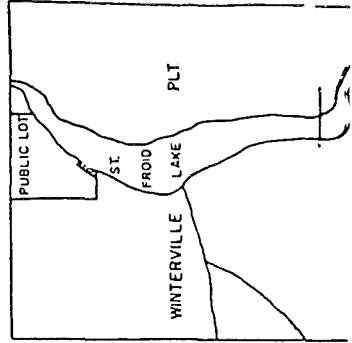
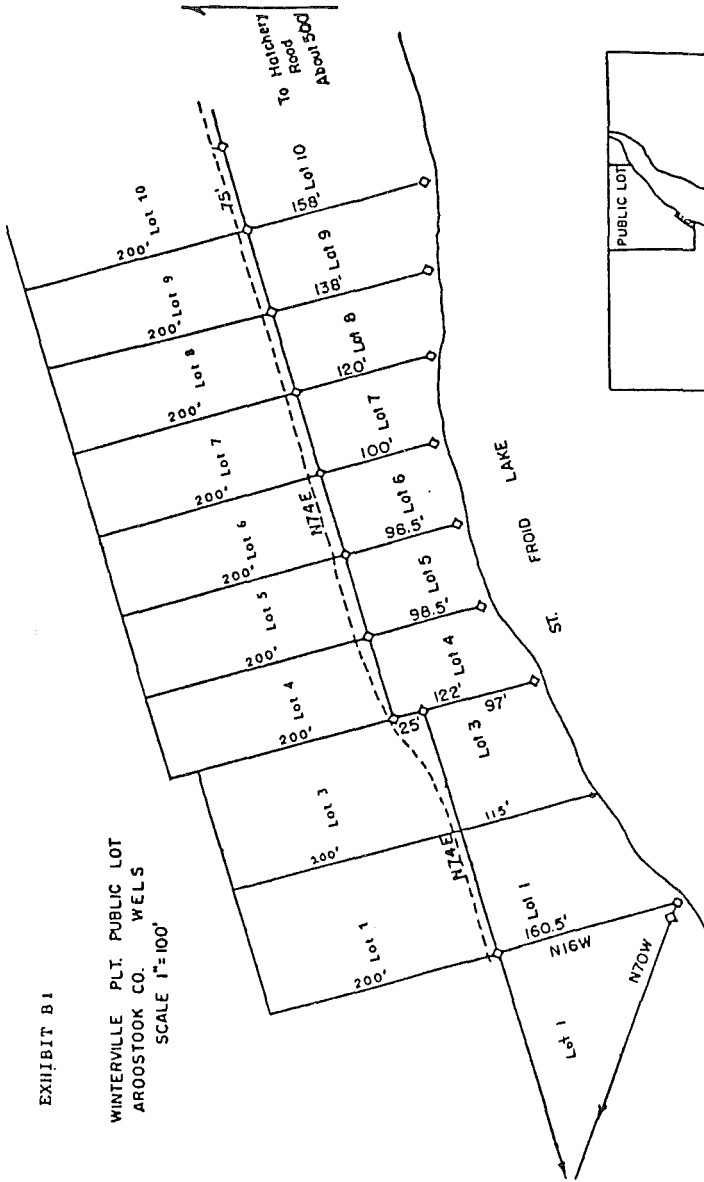
Melvin A. Nicknair
RFD 1, Box 260
Presque Isle, Maine 04769

- 3 Edgar Crockett
10 Judd Street
Presque Isle, Maine 04769
- 4 Ronald P. Lavway
46 Allen Street
Presque Isle, Maine 04769
- 5 Dale A. Collins
14 McKinley Street
Caribou, Maine 04736
- 6 Frederick Munson
R.F.D. 1, Box 219
Washburn, Maine 04786
- 7 Peter L. Powers
145 Academy Street
Presque Isle, Maine 04769
- 8 Leo J. Tardy
42 Elm Street
Presque Isle, Maine 04769
- 9 Thomas W. Powers
46 Wilson Street
Presque Isle, Maine 04769
- 10 Milton J. Laveway
44 Exchange Street
Presque Isle, Maine 04769
- 12 Frank Livingston
52 Dupont Drive
Presque Isle, Maine 04769
- 13 Albert & Leslie Buswell
41 Winter Street
Presque Isle, Maine 04769
- 14 Harold Clark
Center Road
Easton, Maine 04740
- 15 Bertrand Michaud
Box 37
Eagle Lake, Maine 04739
- 16 Alcier Dube
Box 131, Lakeview Apt. 14
Eagle Lake, Maine 04739

- 17 Yvette Bouchard
R.F.D. 1, Box 1126
Soldier Pond, Maine 04781
- 18 Bertram L. Bouchard
R.F.D. 1, Box 1127
Soldier Pond, Maine 04781
- 19 Fernand Nadeau
14 Second Street
Hudson, N.H. 03051
- 20 Carroll B. Smith
31 Dyer Street
Presque Isle, Maine 04769
- 21 Philip and Pearl Lozier
13 Second Avenue
Fort Kent, Maine 04743
- 22 Edwin A. Pelletier
Box 8
St. Francis, Maine 04774
- 24 Victorie G. Dubois
R 2, Box 525
Fort Kent, Maine 04743
- 25 John W. & Marie A. Marion
Box 63, 12th Avenue
Dorothy, New Jersey 08317
- 27 Rosaire Thibodeau
60 Mountain Street
Rockville, Connecticut 06066
- 29 Jeanne Devoe Dubay
Winterville Plantation
Eagle Lake, Maine 04739
- 30 Norman Lafrance
34 Morin Street
Oakville, Connecticut 06779
- 33 Robert Parent
Box 288
Eagle Lake, Maine 04749

EXHIBIT B 1

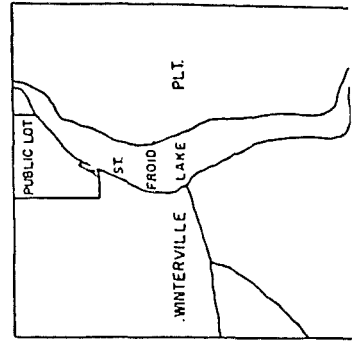
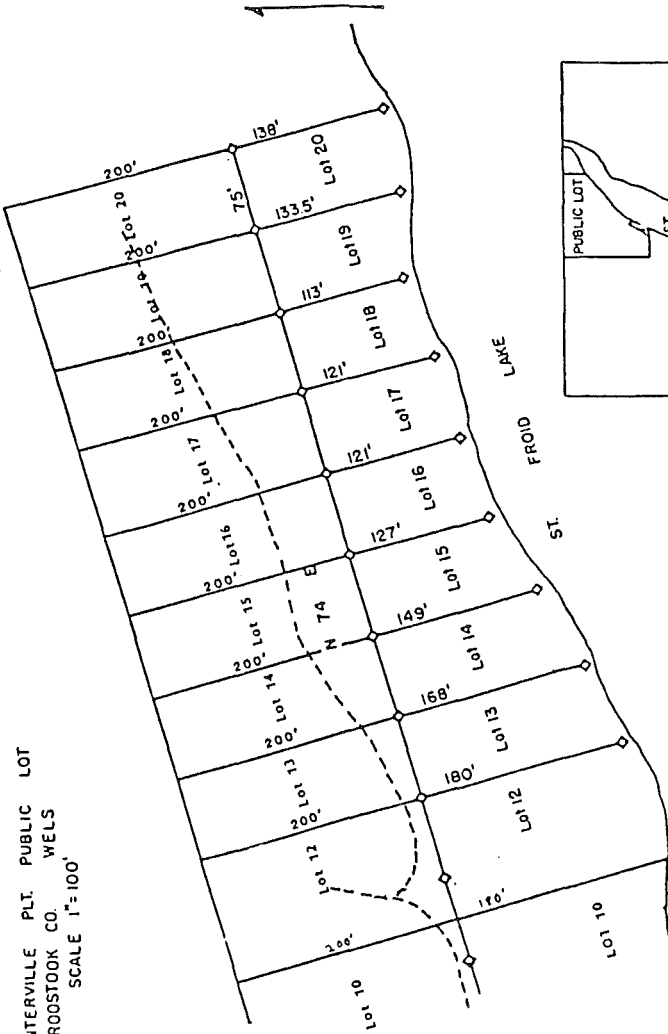
WINTERVILLE PLT. PUBLIC LOT
AROSTOOK CO. WELS
SCALE 1"=100'



LOT 1	
= 2	
= 3	
= 4	
= 5	
= 6	
= 7	
= 8	
= 9	

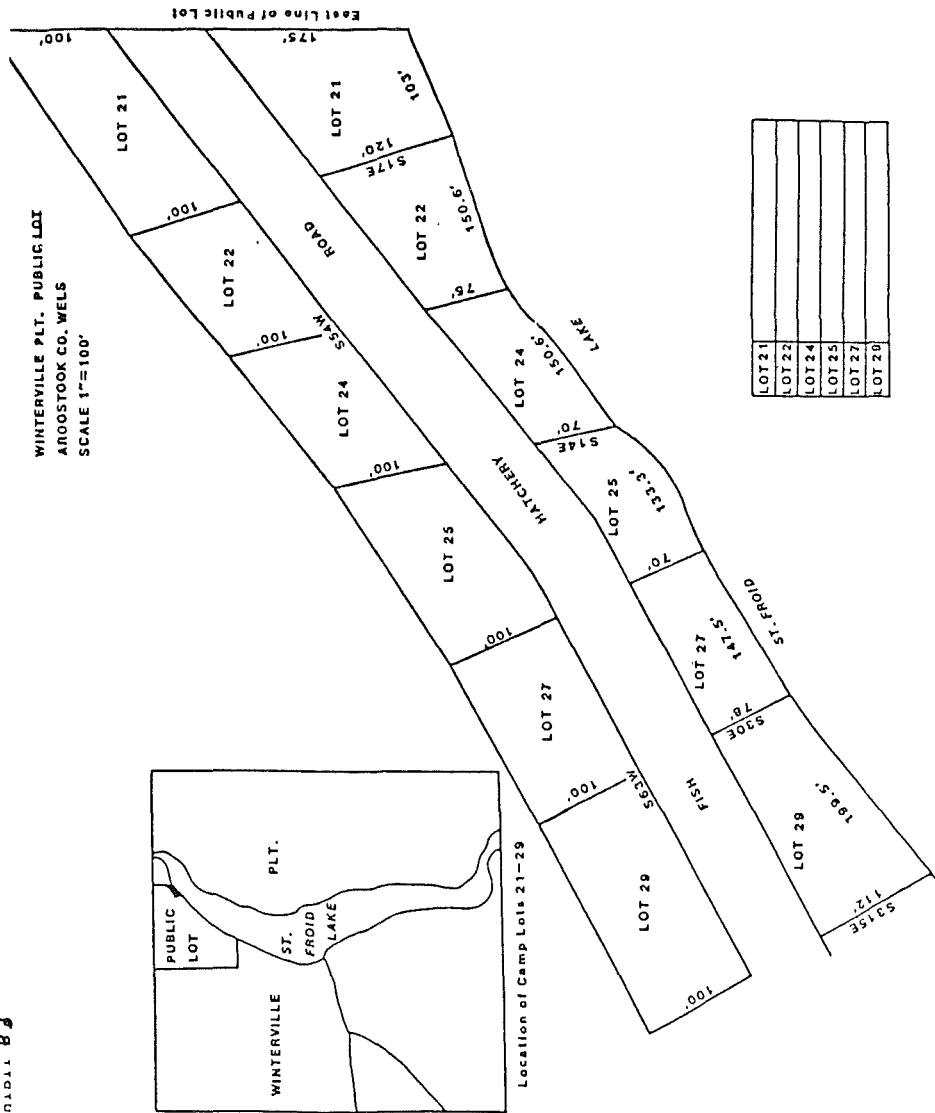
EXHIBIT B 2

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



Lot 19	
" 12	
" 13	
" 14	
" 16	
" 17	
" 18	
" 19	

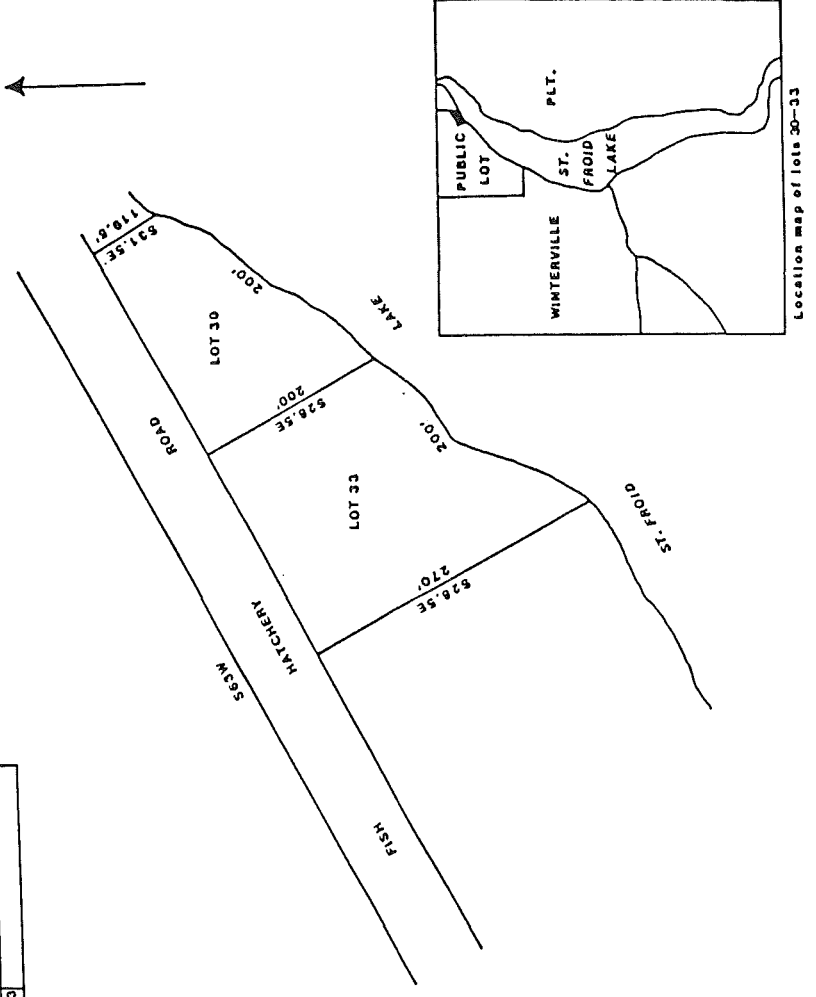
EXHIBIT B3



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

EXHIBIT B 4

Lot 30
Lot 33



Effective July 16, 1986.