

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND FIFTEENTH LEGISLATURE

FIRST REGULAR SESSION

December 5, 1990 to July 10, 1991

FIRST SPECIAL SESSION

July 11, 1991 to July 18, 1991

THE GENERAL EFFECTIVE DATE FOR

FIRST REGULAR SESSION

NON-EMERGENCY LAWS IS

OCTOBER 9, 1991

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

J.S. McCarthy Company
Augusta, Maine
1991

RESOLVES
OF THE
STATE OF MAINE

AS PASSED AT THE
FIRST REGULAR SESSION

of the
ONE HUNDRED AND FIFTEENTH LEGISLATURE

1991

as soon as it is possible to do so without causing a threat of serious harm.

See title page for effective date.

CHAPTER 11

S.P. 586 - L.D. 1539

Resolve, Concerning Reauthorization of the \$12,000,000 Bond Issue for Sewer Treatment Facilities

Emergency preamble. Whereas, Acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, the Treasurer of State will be unable to sell any bonds not yet issued from the \$12,000,000 pollution abatement bond issue authorized by the voters of this State in 1986 unless the Legislature reauthorizes the issuance of those bonds; and

Whereas, the Department of Environmental Protection will not be able to meet its existing contractual obligations with municipalities and quasi-municipal corporations unless the bonds not yet issued are reauthorized; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore, be it

Sec. 1. Findings; expiration. Resolved: That the Legislature finds that the authorization for the \$12,000,000 bond issue approved by the electorate in November 1986 for sewer treatment facilities will expire in December 1991; and be it further

Sec. 2. Findings; reauthorization necessary. Resolved: That the Legislature further finds that, unless the bond issue is reauthorized, the progress in cleaning up the State's waters by municipal dischargers will be seriously hindered and the State will not be able to meet its existing contract obligations with municipalities and quasi-municipal corporations; and be it further

Sec. 3. Reauthorization of bonds. Resolved: That it is the intent of the Legislature to reauthorize bonds not yet issued from the \$12,000,000 bond issue for sewer treatment facilities for an additional 5-year period from the effective date of this resolve; and be it further

Sec. 4. Appropriation. Resolved: That no additional appropriation is required to carry out the purposes of this resolve.

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

Effective June 17, 1991.

CHAPTER 12

H.P. 914 - L.D. 1311

Resolve, Authorizing the Sale of Certain Public Lands

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

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 Rebecca S. Brown of Kennebunkport, Maine (hereinafter referred to as the "Grantee"), in accordance with the provisions of 12 M.R.S.A. Section 590 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.

(2) The conveyance of the lot forming the premises shall be by deed to Rebecca S. Brown. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement; and Rebecca S. Brown 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 \$1,500 by certified or bank check payable to the Treasurer of the State of Maine. The Grantee shall also, prior to closing, arrange and pay for a legal description and deed 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.)

(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 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) 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 115th 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 1991.

(9) The Grantee hereby certifies that she has full power and authority to act on behalf of the Grantee and that 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 the Grantee'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; any amendments must be approved by the Legislature.

FOR THE STATE: _____ FOR THE GRANTEE _____

DATE: _____ DATE: _____

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.

See title page for effective date.

CHAPTER 13

S.P. 659 - L.D. 1735

Resolve, Authorizing the Conveyance of a Utility Easement to the City of Belfast

Authority to convey. Resolved: That the Director of the Bureau of Public Lands shall convey to the City of Belfast a utility easement in a certain parcel of land in the City of Belfast, described as follows:

A utility easement in land described in a deed recorded in the Waldo County Registry of Deeds, Book 411, Page 446, as follows, to wit:

The right to locate, maintain, repair and replace as necessary, utility lines for the transmission, disposal, pumping of either water or sewage or electric (underground) along that portion of the premises above referenced, being the so-called Armory Lot, along the southerly bound of said lot in an area within a strip 25 feet wide, being 12-1/2 feet on each side of the existing underground water main, located upon said premises and running generally parallel with the southerly bound of the lot aforementioned.

It shall be an express condition of this grant that the Grantor be provided at least 15 days advance notice of any construction to be undertaken upon said premises involving said utilities and it is an express condition of this grant that the Grantee return the surface condition of the premises affected to the same condition as previously existed, as near as is reasonably possible.

In granting this easement, the Grantor acknowledges that the water main presently existing on the Grantor's property is, and may in the future, continue to be utilized by the Grantor to supply water to fire hydrants located on the Grantor's premises for the suppression of fires. This use by the Grantors shall be allowed to continue until such time as