

**TOWN OF CUMBERLAND
SPECIAL MEETING OF THE TOWN COUNCIL
TOWN COUNCIL CHAMBERS
JUNE 17, 2002**

I. Call to order in the Council Chambers at Cumberland Town Hall at 7:00 p.m.

II. Approval of Minutes

- a) 4/22/02
- b) 5/13/02

III. Manager's Report

IV. Public Discussion

V. Legislation and Policy

- 02 – 58. To swear in newly-elected Town Councilors.
- 02 – 59. To elect Town Council Chairman and Vice Chairman.
- 02 – 60. To authorize the Town Manager to expend up to \$2,000 from the Land Acquisition Fund re: option to purchase property on Chebeague Island, Map I06, Lot 14.
- 02 – 61. To set date for Planning Board Meeting on Chebeague Island re: Paper Streets.

VI. Correspondence

VII. New Business

VIII. Adjourn to Workshop:

- a) Chebeague Island Long Range Plan
- b) Paper Streets

MEMBERS OF THE TOWN COUNCIL

Stephen Moriarty (Chair)	829-5095	Donna Damon	846-5140
Mark Kuntz	829-6482	Harland Storey	829-3939
Michael Savusuk	781-3061	Peter Bingham	829-5713
Jeffrey Porter	829-4129		

Town of Cumberland web site: www.cumberlandmaine.com

MINUTES

**TOWN OF CUMBERLAND
MEETING MINUTES OF THE TOWN COUNCIL
MONDAY, APRIL 22, 2002**

Present: Stephen Moriarty, Peter Bingham, Mark Kuntz, Harland Storey, Donna Damon & Michael Savasuk

Excused: Jeffrey Porter

I. The meeting was called to order by Chairman Moriarty in the Council Chambers at Cumberland Town Hall at 7:03 PM.

II. Approval of Minutes

- a) April 4, 2002
- b) April 8, 2002

Councilor Storey moved to adopt the April 4, 2002 minutes as written.
Seconded by Councilor Bingham.

VOTE: IN FAVOR UNANIMOUS (6)

Councilor Kuntz moved to adopt the April 8, 2002 minutes as written.
Seconded by Councilor Storey.

VOTE: IN FAVOR UNANIMOUS (6)

III. Manager's Report

Town Manager Robert Benson stated there was a meeting of the Cumberland County Civic Center Board of Trustees on Wednesday, May 1, 2002 in the Council Chambers at Town Hall.

IV. Public Discussion

Chairman Moriarty opened the Public Discussion at 7:04 PM.
Gordon Crowley of Freeport commented on the brown tail moth spraying on Sturdivant Island.

Chairman Moriarty closed the Public Discussion at 7:16 PM.

V. Legislation and Policy

02-35. To hold a Public Hearing to consider and act on application for a Mass Gathering Permit by the United Maine Craftsmen to hold the annual Craft Fair at the Cumberland Fairgrounds August 8th-August 11th, 2002.

Mr. Benson recommended approving the application for Mass Gathering Permit.

Councilor Damon moved to approve the application for a Mass Gathering Permit by the United Maine Craftsmen to hold the annual Craft Fair at the Cumberland Fairgrounds August 8th-August 11th, 2002.

Seconded by Councilor Bingham.

VOTE: UNANIMOUS (6)

- 02-36. To hold Public Hearing on amendment to Zoning Ordinance Section 204.11 to allow professional offices in Island Business Zone.

Councilor Storey moved to amend the Zoning Ordinance Section 204.11 to allow professional offices in Island Business Zone.

Seconded by Councilor Damon

VOTE: UNANIMOUS (6)

- 02-37. To hold a Public Hearing on amendment to Zoning Ordinance Section 206 site plan review RE: Driveway Entrances.

Town Planner Andy Fillmore stated the current Zoning Ordinance does not address the issue of 2 driveways at assisted living facilities.

Councilor Bingham moved to amend the Zoning Ordinance Section 206 site plan review RE: Driveway Entrances.

Seconded by Councilor Savasuk.

VOTE: UNANIMOUS (6)

- 02-38. To consider and act on application for Innco., d/b/a/ Chebeague Island Inn for a Liquor License renewal.

Councilor Storey moved to approve the application for Innco, d/b/a/ Chebeague Island Inn for a Liquor License renewal.

Seconded by Councilor Savasuk.

VOTE: IN FAVOR: 5
ABSTAIN: (1) Kuntz

- 02-39. To consider and act on Special Amusement Permit application for Innco, d/b/a/ Chebeague Island Inn.

Councilor Storey moved to approve the application Special Amusement application for Innco, d/b/a Chebeague Island Inn.

VOTE: UNANIMOUS (6)

- 02-40. To consider and act on amendment to lease agreement, to convert to lease purchase agreement - SAD #51, Drowne Road School.

Chairman Moriarty stated that the school currently has a 5 year lease agreement with the Town. If the school ceases to use the building the building goes back to the Town.

Mr. Benson stated that the lease purchase agreement has been reviewed by Town Kenneth Cole.

Councilor Bingham moved to approve the amendment to lease agreement, to convert to lease purchase agreement - SAD #51, Drowne Road School.

Seconded by Councilor Savasuk.

VOTE: UNANIMOUS (6)

02-41. To set date for Budget Advisory Hearing.

Mr. Benson recommended a date of May 13, 2002.

Councilor Kuntz moved to set May 13, 2002 as a date for the Budget Advisory Hearing.

Seconded by Councilor Bingham.

VOTE: UNANIMOUS (6)

02-42. To set date for second Town Council meeting in May, 2002.

Mr. Benson recommended May 20, 2002 as a date for second Town Council meeting.

Councilor Storey moved to set date of May 20, 2002 for second Town Council meeting in May, 2002.

Seconded by Councilor Kuntz.

VOTE: UNANIMOUS (6)

02-43. To set dates for Special Council Meetings on Chebeague Island.

Mr. Benson recommended setting April 30 and May 2, 2002 as dates for Special Council Meetings on Chebeague Island.

Councilor Damon requested to set an alternate date for May 2, as the SAD 51 budget vote was scheduled for that date.

VI. Correspondence

Councilor Savasuk commented on the financial report from Standard & Poor.
Councilor Damon inquired about the budget workshop scheduled for Tuesday.

VII. New Business

- Councilor Storey stated that some of the TV announcements on the Town Channel are old and need to be removed.
Current propane tanks will become obsolete. The new tanks will have a triangular ~~knob~~ *knob*.
- Councilor Kuntz inquired on the survey on the intersection at West Cumberland.

Councilor Bingham moved to adjourn the meeting at 7:50 PM.

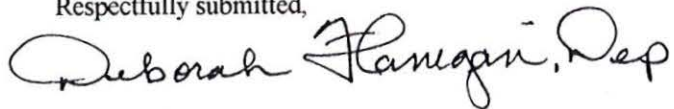
Seconded by Councilor Kuntz.

VOTE: UNANIMOUS (6)

VII. The meeting was adjourned at 7:50 PM.

Cumberland Town Council
April 22, 2002

Respectfully submitted,

A handwritten signature in cursive script that reads "Deborah Flanigan, Dep". The signature is written in dark ink and is positioned to the right of the phrase "Respectfully submitted,".

Deborah Flanigan
Deputy Town Clerk

**TOWN OF CUMBERLAND
MEETING MINUTES OF THE TOWN COUNCIL
MONDAY, MAY 13, 2002**

Present: Stephen Moriarty, Jeffrey Porter, Peter Bingham, Mark Kuntz, Harland Storey, Donna Damon & Michael Savasuk

I. The meeting was called to order by Chairman Moriarty in the Council Chambers at Cumberland Town Hall at 7:02 PM.

II. Manager's Report

Assistant Town Manager Carla Nixon reported that the spraying for brown tail moth will begin on Saturday, May 18, 2002. If the rain continues, the spraying dates will be changed. Approximately 335 acres are due to be sprayed.

III. Public Discussion

Chairman Moriarty opened the public discussion at 7:08 PM.

There was no public discussion.

Chairman Moriarty closed the public discussion at 7:09 PM.

IV. Legislation and Policy

02-47. To hold Public Hearing on the proposed 2002/02 Municipal Budget.

Chairman Moriarty stated that the proposed 2002/03 Municipal Budget of \$6,113,508 will be a 7.95% increase over the previous year's budget.

Robert Vail inquired as to where the increases in the county budget will come from.

Councilor Kuntz stated that the increases are due to the County Jail operation budget.

Robert Vail inquired as to where Town revenues come from.

Chairman Moriarty stated that the two primary sources of revenue are real estate taxes and excise taxes.

02-48. To approve Town Manager's appointment of Town Clerk.

Town Manager Robert Benson recommended Nadeen Daniels as the new Town Clerk.

Councilor Bingham moved to approve the Town Manger's appointment of Nadeen Daniels as Town Clerk.

Councilor Kuntz seconded.

VOTE: UNANIMOUS (7)

02-49. To set date for second Town Council meeting in May, 2002.

Chairman Moriarty recommended May 23, 2002 as the date for the

second date for Council Meeting in May, as May 27, 2002 is Memorial Day.

Councilor Bingham moved to set May 23, 2002 as the date for the second Town Council meeting in May, 2002.

Councilor Porter seconded.

VOTE: UNANIMOUS (7)

V. Correspondence

Councilor Damon:

- Two residents on Chebeague Island have expressed concern about a junkyard operating illegally on Chebeague Island
- Several people are pleased with the Stone Wharf Committee

Councilor Storey:

- Has issue with letter from Conservation Commission concerning cluster housing

Councilor Porter:

- Expressed thanks to the Cumberland Rescue and Cumberland Police with his his recent health issue

Robert Benson:

- Highlighted informational meetings scheduled with MDOT in June

VI. New Business

Councilor Damon:

- Impressed with students at Greely who participated at the Main State Science Fair

Councilor Porter:

- Approached by Habitat for Humanity in reference to small parcels of land being buildable to donate

Councilor Kuntz:

- Residents at Fairgrounds expressed concern about trash pick-up

Robert Benson

- Memo in Councilor's packets: citizens concern about hunting in Town Forest

Councilor Kuntz moved to adjourn the meeting to enter into Executive Session. *re: discuss*

Councilor Bingham seconded. *land acquisition*

VII. The meeting was adjourned at 7:50 PM.

Respectfully submitted,

Deborah Flanigan, Dep
Deborah Flanigan, Deputy Town Clerk

Correspondence

SOLID WASTE TO R.W.S.

YEAR MONTH	2001	2002	1997	1998	1999	2000
January	211.07	207.21	204.61	192.30	191.10	184.53
February	163.98	170.02	152.55	163.73	167.36	171.20
March	175.61	180.66	164.92	187.13	188.09	193.05
April	211.90	219.91	233.12*	179.17	190.87	181.92
May	331.97*	348.27*	175.02	217.70*	277.75*	304.98*
June	228.57		201.01	229.98	222.10	229.93
July	248.17		223.52	224.88	212.91	223.73
August	244.76		175.55	194.03	251.36	267.61
September	217.00		247.89	245.27	229.28	225.17
October	277.72*		260.72*	273.00*	270.87*	267.31*
November	240.28		185.99	197.09	209.37	236.55
December	225.56		214.89	208.16	230.40	195.88
Total	2,776.59		2,439.79	2,512.44	2,641.46	2,681.86

NOTE: All Measurements in tons

* Bulky Waste Pick-up week included

Council
6-12-02
M2

June 7, 2002

Bob Benson, Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

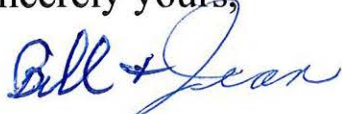
Dear Bob,

It is our opinion that all the departments of Cumberland's governmental infrastructure, including the Town Council and School Board, are doing a wonderful job for us citizens who are on the sidelines.

We feel those who run for election to the School Board, Town Council and other boards might become somewhat discouraged with the public's lack of participation at "Candidates Nights" and other meetings. It is probably upsetting for them to observe that many more citizens, especially during the summer, attend the Little League games rather than interact with local government.

Our brief note is to ensure you that we view the seemingly lack of involvement as a COMPLIMENT! It is our belief that Cumberland enjoys such a comfort level with local government personnel and confidence in the direction, philosophy and future of our wonderful community, we appear to become complacent. Such is not the case! For those citizens who do not attend, Channel 2 is a wonderful asset and greatly appreciated.

Sincerely yours,



Bill Lyford & Jean Darling
8 Pinewood Drive
Cumberland Center

Nadeen Daniels

From: Maddy Adams [madams@gpcog.eddmaine.org]
Sent: Wednesday, June 12, 2002 11:36 AM
To: Nadeen Daniels
Subject: General Assembly Delegates and New Councilors

Hi Nadeen,
Just writing to see how the elections turned out and to find out who will be serving as delegates to the GPCOG General Assembly. Last year's delegates were: James Phipps and Carla Nixon.

The annual meeting is next week so I need to get an agenda package to the appropriate parties. Thanks for your assistance.

Maddy Adams
Greater Portland Council of Governments
774-9891
774-7149 (fax)
madams@gpcog.eddmaine.org

*Carla -
Can you advise
- mean this?
M*



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

ANGUS S. KING, JR.
GOVERNOR

May 30, 2002

received
6-5-02
JOHN G. MELROSE
COMMISSIONER

Robert Benson, Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Subject: Transportation Enhancement Program

Dear Mr. Benson:

This letter is sent to you in response to your recent project request for bike lanes on Foreside Road. This project is eligible for consideration under the Transportation Enhancement (TE) Program. To receive these funds, your municipality must complete the enclosed application and submit by July 1, 2002 to: TE Coordinator, Bureau of Planning, Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

The Maine Department of Transportation is in the process of preparing its 2004-2005 Biennial Transportation Improvement Program (BTIP). Projects will be selected for inclusion in the BTIP this fall, 2002. If your project is selected for funding, you will be notified by early 2003.

Please feel free to contact Lori Brann or myself at 624-3300 if you have any questions or concerns regarding the application process or the Transportation Enhancement Program itself. For help with bicycle/pedestrian questions, please contact John Balicki, Bicycle/Pedestrian Coordinator, directly at 624-3252.

Sincerely,

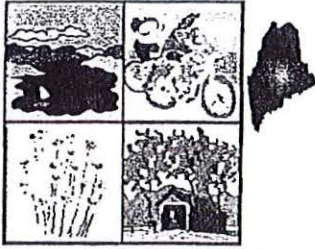
Duane A. Scott

Duane A. Scott
Transportation Enhancement Coordinator

copy for
packets
—
put in back
for correspondence



PRINTED ON RECYCLED PAPER



Maine Department of Transportation's TRANSPORTATION ENHANCEMENT PROGRAM

What is the Maine Transportation Enhancement Program?

The Transportation Enhancement (TE) Program is a federal reimbursement program (typically 80/20) offering a funding opportunity to help communities expand their transportation and livability choices. **Maine's program principally supports enhancements in connection with *Explore Maine*, pedestrian & bicycle facilities, environmental mitigation, and downtown revitalization initiatives**, but occasionally supports other investments that create a more enhanced transportation system focused on the community. Project proposals must show a relationship to surface transportation while protecting the environment.

What Projects are Eligible?

Projects must fall into one or more of the following activities related to non-maintenance surface transportation (exclusive of aviation):

Eligible Categories:	Examples & Notes:
Bicycle/Pedestrian	
Pedestrian and Bicycle Facilities; Pedestrian and Bicycle Safety and Education Activities; Conversion of Abandoned Railway Corridors to Trails	<p>Examples: Planning, designing and constructing multi-use trails; paved shoulders or sidewalks on minor collectors or local roads; new sidewalks on major collectors or arterials where closed drainage exists; walkways or curb ramps; bike lane striping, bike parking and bus racks. Programs designed to encourage walking and bicycling. Acquiring railroad rights-of-way for the purpose of developing rail-with-trail projects.</p> <p>Note: Projects proposed for this category are selected through MDOT's Office of Passenger Transportation; contact (207) 624-3250. For Bicycle/Pedestrian information ask for John Balicki. For recreation-only trails, contact Mike Gallagher at the Bureau of Parks & Lands, Maine Department of Conservation, (207) 287-2163.</p>
Scenic/Landscape/Historic	
Acquisition of Scenic or Historic Easements and Sites; Landscaping and Scenic Beautification; Scenic or Historic Highway Programs; Rehabilitation and Operation of Historic Transportation Buildings, Structures, or Facilities; Historic Preservation	<p>Examples: Acquisition of scenic land easements, vistas and landscapes; purchase of buildings in historic districts or historic properties; preservation of farmland. Improvements such as street furniture, lighting, public art and landscaping along streets, historic highways, trails and interstates, waterfronts, and gateways. Construction of turnouts and overlooks; designation signs and markers. Restoration of railroad depots, bus stations and lighthouses; rehabilitation of rail trestles, tunnels and bridges. Preservation of buildings in historic districts; restoration and reuse of historic buildings for transportation-related purposes.</p> <p>Note: Projects proposed for this category are selected through MDOT's Environmental Office; contact (207) 624-3100 for more information. For Scenic Byways Program information ask for Bret Poi or for Community Gateways Competition information ask for Kent Cooper.</p>
Environmental	
Mitigation of Highway Runoff Pollution and Provision of Wildlife Connectivity	<p>Examples: Soil erosion controls; detention and sediment basins, river clean-ups; wildlife passage; wildlife mortality and safety.</p> <p>Note: Projects proposed for this category are selected through MDOT's Environmental Office; contact (207) 624-3100 for more information. For Surface Water Quality Protection Program information ask for Susan Breau or for wildlife connectivity information ask for Sylvia Michaud.</p>
Other (low priority for funding)	
Establishment of Transportation Museums	Examples: Construction of new museums or additions may include the conversion of railroad stations or historic properties to museums with transportation themes.
Archaeological Planning and Research	Examples: Research, preservation planning and interpretation.
Control and Removal of Outdoor Advertising	<p>Examples: Billboard inventories or removal of illegal and nonconforming billboards.</p> <p>Note: 23 MRSA 1901-1925 limits the amount and types of outdoor advertising, therefore, this category is not funded through MDOT's TE Program.</p>

Who May Apply?

State, county, and local governmental agencies within the State of Maine are eligible to apply. For towns or cities located within Metropolitan Planning Organization (MPO) areas, projects must be submitted under the auspices of the MPO. Project proposals outside the MPO areas should indicate municipal approval, support, and consistency with local long-range comprehensive planning.

Selection Criteria

Activities and associated projects will be prioritized for funding by the Maine Department of Transportation. Projects will be scored and those meeting some or all of the following objectives may receive additional scoring points:

- ☐ supports MDOT's *Explore Maine* initiative (such as,
 - promotes tourism
 - encourages community/downtown revitalization
 - fosters multiple modal choices
 - integrates with other transportation programs
 - reduces vehicle-miles-traveled)
- ☐ comprehensive plan adoption bonus
- ☐ certificate of consistency (30-A MRSA 4347-A) bonus

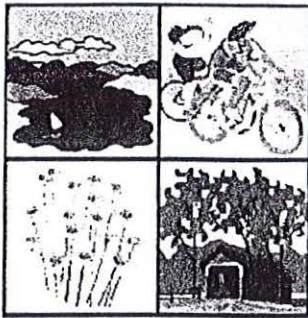
Application and Selection Process

In general, each application must contain information that the project fits into at least one eligible category. **The application form must be accompanied by a letter from the appropriate MPO, town/city, or other sponsoring agency showing willingness to provide at least 20% matching funds.** A municipal project sponsor must also be willing to enter into a municipal/state agreement with the Department requiring the sponsor to administer the development, design, and construction of the project according to all applicable Federal, State, and local requirements. The project sponsor will also be responsible for future maintenance of the completed project.

- Step 1: Complete the enclosed application form completely and submit to the MDOT at the address below by July 1, 2002. Please remember to include a letter from the sponsoring agency as noted in the above paragraph.
- Step 2: MDOT will prioritize and select projects for funding. It is important to note that funding is limited - e.g., the 2002-03 funding period had \$15 M in requests for \$7 M of available federal funds.
- Step 3: MDOT will notify applicants regarding the final funding status of their project by early 2003. For funded projects, the applicant will be given the name and phone number of the MDOT project manager who will be providing the applicant with the municipal/state agreement to be signed by the project sponsor.
- Step 4: Funding for the project will become available after the Statewide Transportation Improvement Program has been approved and the municipal/state agreement has been signed. (Not before October 1, 2003.)

For further TE Program information please contact:

Duane Scott or Lori Brann
TE Coordination Team
Environmental Coordination & Analysis
Bureau of Planning
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
207-624-3300
FAX 207-624-3301
TTY 207-287-3392
duane.scott@state.me.us
lori.brann@state.me.us



Maine Department of Transportation **TRANSPORTATION ENHANCEMENT PROGRAM**

Application for Funds

Only completed applications will be accepted.

Section 1 - Applicant Information

Applicant's Agency/Organization - Must indicate one of the following:

☐ State Agency ☐ Municipal/County Govt. ☐ MPO ☐ Quasi/Governmental Agency ☐ Other (Specify)

Applicant's Agency/Organization Name:

Contact Person:

Title:

Daytime Phone:

Fax #:

E-Mail Address:

Mailing Address:

City:

State:

Zip:

The applicant recommends that this project be selected for funding through the Transportation Enhancement Program and attests a commitment to the project's development, implementation, construction, maintenance, management, and financing.

Signature

Title

Date

This application must be accompanied by a letter from the appropriate MPO, town/city, or other sponsoring agency showing willingness to provide at least 20% matching funds. The sponsor must also be willing to enter into a municipal/state agreement with the Department requiring the sponsor to administer the development, design, and construction of the project abiding to Federal, State, and Local requirements. The sponsor will also be responsible for future maintenance of the completed project.

Section 2 - Eligibility Criteria

NOTE: For help at any time, please refer to the MDOT Contact Information found in Attachment 1, or call Duane Scott or Lori Brann at (207) 624-3300.

Eligible Category - Check (✓) all that apply:

- ☐ Bicycle/Pedestrian
- ☐ Scenic/Landscape/Historic
- ☐ Environmental
- ☐ Other

MDOT Contact:

John Balicki	(207) 624-3252
Bret Poi or Kent Cooper	(207) 624-3100
Sylvia Michaud	(207) 624-3100
Duane Scott or Lori Brann	(207) 624-3300

Other Eligibility Considerations:

For Metropolitan Areas over 50,000 population, has the Metropolitan Planning Organization (MPO) endorsed the project?

☐ Yes ☐ No

(If yes, this project must be included in the MPO's Transportation Improvement Program - see Attachment 1.)

For Metropolitan Areas under 50,000, does the project have the endorsement of the local government?

☐ Yes ☐ No

(If yes, a letter of endorsement must be included - see Page 1.)

Does the project have community/public support?

☐ Yes ☐ No

Is the municipality willing to enter into a municipal/state agreement with the Department requiring the municipality to administer the development, design, construction, and maintenance of the project abiding to Federal, State, and Local requirements? Contact the Local Projects Coordinator for further information.

☐ Yes ☐ No

(See Page 1, and the sample Project Agreement found in Attachment 2.)

Is the municipality prepared to assume responsibility to acquire and furnish any additional rights-of-way necessary to construct and maintain the project?

☐ Yes ☐ No

(See Article II, Section I, Item 3 of the sample Project Agreement found in Attachment 2.)

An answer of NO to any of the above questions may eliminate the project from consideration.

Section 3 - Project Information

Project Description - Attach additional sheets if necessary including plans, maps, etc:

a. Project name: _____

b. Project location/termini - please be specific and include a location map and/or photos: _____

c. Detailed description of proposed activities: _____

d. Name, address, and phone number of the municipality's designated project coordinator (this person will serve as liaison to the Department of Transportation): _____

For bicycle and/or pedestrian projects, please complete (e) and (f). All others please go to (g).

e. Describe why this project is important to your community and how it will improve existing conditions for bicycling or walking from a safety perspective or in terms of providing greater access. Describe the main users of the project by type or classification (e.g. commuters, school children, recreational users, elderly, disabled, etc.). _____

f. Describe how this project contributes to the bicycling and walking system or network in your community (include a description of the existing bicycling or walking facilities at either end of the project). Include a list of any major origins or destinations that will be connected or served by the project. _____

g. Describe any current and/or previous uses of the project area: _____

h. Please explain current and future ownership of the property. Include any proof of ownership and/or easement documentation : _____

i. Explain the project's benefit and relationship to surface transportation: _____

j. Identify and approximate the number of customers served by the project: _____

k. Describe environmental and/or economic impacts or benefits - please check any applicable categories and explain:

- | | | |
|---|---|--|
| <input type="checkbox"/> Service Center Community | <input type="checkbox"/> Urban Compact Community | <input type="checkbox"/> Designated Growth Area |
| <input type="checkbox"/> Connectivity | <input type="checkbox"/> Streetscape | <input type="checkbox"/> Downtown Revitalization |
| <input type="checkbox"/> Health | <input type="checkbox"/> Smart Growth | <input type="checkbox"/> Reduced Maintenance |
| <input type="checkbox"/> ADA Compliant | <input type="checkbox"/> Tourism | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Transportation System Improvements | <input type="checkbox"/> VMT Reduction # _____
(daily) % _____ | |

l. Does the municipality have a comprehensive plan? ☐ Yes ☐ No ☐ In process

If yes, check all that apply:

- ☐ Adopted by local governing body (council, selectmen, town meeting)
- ☐ Found consistent with the Comprehensive Planning and Land Use Regulation Act by the State Planning Office
- ☐ Includes goals or policies that relate to this application (please attach whole plan or appropriate excerpts)

m. Please explain the 20 year maintenance plan for the project (see Attachment 2, Article II, Section P):

n. Briefly explain the implementation plan for the project: Advertise Date: _____
Begin Construction Date: _____ End Construction Date: _____

Will this work be done as part of another project? _____

List other partners/participants: _____

Section 4 - Budget Information

Please submit an engineer's cost estimate, if available, or complete this section.

Total Project Cost		\$	_____
Transportation Enhancement Funds Requested		\$	_____
Local Match (minimum 20% of Total Cost)	% _____	\$	_____

Fully describe match and give examples: _____

Note: The project agreement dictates that a line item budget will be submitted to the Department for approval before any work can begin. Any work done prior to written approval by the Department will not be reimbursable. See Attachment 2, Article II, Section A.

Section 5 - Submittal Information

Please mail or fax this application with letter of commitment from the sponsoring agency to:

Maine Department of Transportation
Bureau of Planning
Attn: TE Coordinator
16 State House Station
Augusta, ME 04333-0016

Telephone: (207)624-3300
Fax: (207)624-3301
TTY: (207)287-3392

Section 6 - Attachments

- Attachment 1 - Contact Information
- Attachment 2 - Sample Municipal/State Agreement

**TRANSPORTATION ENHANCEMENT
PROJECT AGREEMENT**

between the

Municipality of (Municipality)

and the

State of Maine, Department of Transportation

Federal Project Number (Project Number), State PIN (PIN Number)

Description of Project

This AGREEMENT is made this ____ day of _____, 2002, by and between the Department of Transportation, an agency of the State of Maine, having its principal office in Augusta, County of Kennebec, State of Maine {hereinafter called the **DEPARTMENT**}, and the Municipality of (Municipality), a municipal corporation and body politic, having its principal office in the Municipality of (Municipality), County of (County), State of Maine {hereinafter called the **MUNICIPALITY**}.

W I T N E S S E T H

WHEREAS, in 1998, the **DEPARTMENT** solicited project applications from interested municipalities in the State of Maine for eligible pedestrian/bicycle projects under the Federal Transportation Enhancement Program; and,

WHEREAS, the project described herein was selected by the **DEPARTMENT** for inclusion in its 2000-2001 Biennial Transportation Improvement Program for partial funding; and,

WHEREAS, this AGREEMENT sets out the terms and conditions of the **DEPARTMENT's** Transportation Enhancement funding to the **MUNICIPALITY**;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

When used within this AGREEMENT, the terms listed below shall have the following meaning:

Project: The work to be performed by or for the **MUNICIPALITY** and accepted by the **DEPARTMENT** for partial funding through a Transportation Enhancement Project Program funds as more fully described in the **MUNICIPALITY's** application, as amended from time to time {hereinafter called the **PROJECT**}.

Project Coordinator: The person designated by the **MUNICIPALITY** to coordinate and manage all local responsibilities regarding the **PROJECT**. This individual also serves as the municipal liaison with the **DEPARTMENT**.

Project Manager: The person designated by the DEPARTMENT to coordinate and manage all State responsibilities regarding the PROJECT. This individual also serves as the State liaison with the MUNICIPALITY.

ARTICLE II. PROJECT DEVELOPMENT

A. The MUNICIPALITY shall submit an acceptable line item budget containing an itemization of estimated PROJECT costs to the DEPARTMENT for approval.

1. Once such a budget is approved by the DEPARTMENT, expenditures may not exceed any single cost category or budget line item amount by more than ten percent {10%} without the DEPARTMENT's approval.

2. In no event shall the total of all PROJECT expenditures exceed the total amount authorized for the PROJECT as hereinafter provided in Section N of this ARTICLE II.

B. The MUNICIPALITY shall not perform or authorize any services or work under this AGREEMENT without first receiving the express approval to do so in writing from the DEPARTMENT.

1. Such approval shall be contingent upon the DEPARTMENT receiving authorization from the Federal Highway Administration (hereinafter called the FHWA) for Federal participation in the PROJECT costs. The DEPARTMENT shall not unreasonably withhold such approval.

2. *All costs incurred by the MUNICIPALITY prior to receiving such approval from the DEPARTMENT shall be ineligible for Federal participation and, therefore, not reimbursable by the DEPARTMENT under the provisions of ARTICLE III. Any such ineligible costs may not be credited to the MUNICIPALITY's matching share responsibilities for the non-Federal portion of PROJECT costs.*

C. The MUNICIPALITY shall develop and prepare all of the necessary design plans, specifications, estimates and contract documents for the PROJECT, as directed by the DEPARTMENT, in accordance with the DEPARTMENT's standards and procedures for procuring construction contracts for Federal-aid projects. The MUNICIPALITY shall submit all such plans, specifications, estimates and contract documents to the DEPARTMENT for review and approval prior to procuring any such contract.

1. All design shall conform to the applicable standards of the American Association of State Highway and Transportation Officials (AASHTO) or equivalent.

2. All plans and specifications shall adhere to the DEPARTMENT's utility accommodation policy as set forth in its "Policy On Above Ground Utility Locations".

3. The MUNICIPALITY shall develop and prepare all documentation relating to utilities, be responsible for coordinating all matters relating to utilities, and submit all necessary documentation to the DEPARTMENT prior to requesting authorization to solicit competitive bids.

D. The **MUNICIPALITY** may contract for engineering and design services, as necessary, to develop, design or construct the **PROJECT**, provided:

1. The selection and retention of any individual or firm to provide or furnish any engineering or design related services for the **PROJECT** shall be based upon qualifications in accordance with the **DEPARTMENT's** consultant selection and retention procedures.

2. No contract for such services shall be awarded without the express written approval of the **DEPARTMENT** pursuant to the provisions set forth under Part 172 of Title 23 in the United States Code of Federal Regulations {CFR}, specifically those provisions set forth under Section 172.5(d).

- a. The **MUNICIPALITY** shall specifically monitor all work performed under any such contract pursuant to the provisions of 23 CFR 172.13.

- b. The **DEPARTMENT** may accept or reject any work performed or procured under any such contract pursuant to the provisions of 23 CFR 172.5(d).

E. The **MUNICIPALITY** shall develop and prepare all environmental studies and reports for the **PROJECT**. All such studies and reports shall be submitted to the **DEPARTMENT** for review.

F. The **DEPARTMENT** shall prepare and submit to the FHWA, for concurrence, all environmental documentation required for the **PROJECT** under the provisions of the "*National Environmental Policy Act*" (NEPA).

G. The **MUNICIPALITY** shall obtain all approvals, permits, and licenses required to construct the **PROJECT**.

H. The **MUNICIPALITY** shall provide for public participation in the development of the **PROJECT**.

I. The use of all public land under the ownership or control of the parties hereto shall be made available for all purposes necessary or incidental to the **PROJECT** without any cost to the **PROJECT**.

1. The **DEPARTMENT** shall retain all right, title and interest that it presently holds in and to any of the property used for the **PROJECT**.

2. Any municipal property that is used for the **PROJECT** shall be dedicated for public use, *in perpetuity*, by the **MUNICIPALITY**.

- a. Such dedication shall include a suitable monumented boundary and an engineering description sufficient to locate and define such land with ties to a reproducible control line.

b. The **MUNICIPALITY** shall forward to the **DEPARTMENT** a copy of such dedication, with description, prior to being authorized to solicit bids for construction of the **PROJECT**.

3. The **MUNICIPALITY** shall acquire and furnish any additional right-of-way necessary to construct and maintain the **PROJECT**.

a. All such rights-of-way shall be acquired in accordance with the "*Uniform Relocation Assistance and Real Property Acquisition Act of 1970*" as amended by the United States Congress in 1987 (the Uniform Act) pursuant to the provisions set forth under 49 CFR Part 24.

b. The **MUNICIPALITY** or its consultant shall follow the "*Real Estate Acquisition Guide for Local Public Agencies*" published by the FHWA.

c. All such rights-of-way shall be acquired prior to advertising for construction bids and shall be held *inviolable* from all encroachments. The **MUNICIPALITY** shall certify in writing to the **DEPARTMENT** that all such rights-of-way have been acquired prior to being allowed to solicit bids as herein provided in Paragraph J of this **ARTICLE**.

4. The **MUNICIPALITY** shall furnish to the **DEPARTMENT** a right-of-way map or similar plan prepared in accordance with the **DEPARTMENT**'s specifications detailing all right-of-way acquired for, donated to or dedicated to the **PROJECT**.

5. The **MUNICIPALITY** shall develop and implement a maintenance plan acceptable to the **DEPARTMENT** which assures an appropriate level of maintenance necessary to maintain the improvements constructed under the **PROJECT** in order to preserve the use and function thereof as intended by the **PROJECT** and this **AGREEMENT**.

6. The **MUNICIPALITY** shall maintain and operate the completed facility for its intended public purpose for a period of twenty (20) years or its useful design life, whichever is longer.

J. Upon written approval of the **DEPARTMENT**, the **MUNICIPALITY** shall solicit for competitive bids and award a contract to construct the **PROJECT** as follows:

1. Competitive bids shall be solicited to construct the **PROJECT** in accordance with the plans and specifications approved by the **DEPARTMENT**.

2. Such solicitation and all procedures pertaining to the procurement of such a contract shall be in accordance with the **DEPARTMENT**'s procurement policy and procedures for Federal-aid projects, unless otherwise approved in writing by the **DEPARTMENT**.

3. Both the **MUNICIPALITY** and the **DEPARTMENT** shall have the right to accept or reject any and all bids received as a result of such solicitation.

4. The **MUNICIPALITY** shall not award any such contract without the express written approval of the **DEPARTMENT**.

5. Any construction contract shall specify that the **PROJECT** be constructed in compliance with the latest edition of the **DEPARTMENT's** "*Standard Specifications for Highways and Bridges*" and other applicable special provisions.

6. Upon award, the **MUNICIPALITY** shall arrange for a preconstruction meeting to coordinate the construction of the **PROJECT** with the Project Manager, the Contractor, and any and all utilities and other parties directly involved in such construction.

K. The **MUNICIPALITY** shall administer any construction contract and provide all of the necessary supervision, inspection and documentation required to insure that the **PROJECT** is completed satisfactorily in accordance with the plans, specifications and provisions of such contract.

1. The **MUNICIPALITY's** Project Coordinator or his/her qualified designee shall be in responsible charge of the **PROJECT**, at all times.

2. The **MUNICIPALITY** shall use procedures acceptable to the **DEPARTMENT** to document the quantity and quality of all work performed under this **AGREEMENT** in an accurate and consistent manner. The municipality shall submit construction progress reports to the department weekly. All documentation, including all source documents used as the basis of payment for such work, shall become part of and shall be kept with the **PROJECT** record and retained as hereinafter provided under **ARTICLE IV, Paragraph A**.

3. The **MUNICIPALITY** shall provide for all testing required for the **PROJECT**.

4. Traffic throughout all work areas of the **PROJECT** shall be controlled in accordance with the provisions of Part VI of the "*Manual on Uniform Traffic Control Devices for Streets and Highways*" {MUTCD}, as published by the FHWA.

5. Any work involving force account procedures shall require the express written approval of the **DEPARTMENT** prior to so doing.

6. Upon completion of the **PROJECT**, the **MUNICIPALITY** shall provide compliance certification that the **PROJECT** was constructed, quantities were measured and documented, and materials were tested in accordance with the plans, specifications and provisions of the construction contract, and in accordance with the policies and procedures approved by the **DEPARTMENT**.

L. The **DEPARTMENT** may inspect construction activities and all documentation pertaining thereto at any time during the period of construction and may test any of the materials used therein to ensure compliance with the provisions and specifications of the construction contract. The **DEPARTMENT** may reject any work or materials not in such compliance. Upon completion of the construction, the **DEPARTMENT** will inspect the **PROJECT** to determine the acceptability thereof prior to paying any

final claim for reimbursement of PROJECT costs as hereinafter provided under ARTICLE III, Paragraph C.2.

M. Upon completion of construction, the MUNICIPALITY shall provide the DEPARTMENT with a set of reproducible *as-built* plans of the PROJECT on Mylar or equivalent archival quality material acceptable to the DEPARTMENT suitable for permanent filing.

N. The MUNICIPALITY shall make no changes in the scope or objectives of the PROJECT, or any of the costs thereof other than as hereinafter provided without the express written approval of the DEPARTMENT.

1. An approved change or extra work order shall be required to increase the cost of the PROJECT whenever expenditures are expected to exceed any approved single cost category or budget line item amount by more than ten percent (10%) or whenever the total of all participating PROJECT costs, as hereinafter defined under ARTICLE III, Paragraph A, is expected to exceed the sum of (written amount of project) Dollars {\$amount of project}. In no event shall the total of all such participating PROJECT costs exceed the sum of (written amount of project) Dollars {\$amount of project}, without the express written approval of the DEPARTMENT.

2. An approved change or extra work order shall also be required to revise, modify or change the scope or objectives of the PROJECT or any cost sharing or reimbursement provisions set forth herein, to extend or shorten the period of this AGREEMENT or to change any of the other terms set forth herein.

O. The MUNICIPALITY shall assure that all work undertaken by the MUNICIPALITY or any of its consultants pursuant to this AGREEMENT conforms to all applicable Federal, State and local laws. In part, Federal laws and regulations covering such work are set forth under Title 23 in the United States Code {USC} for applicable statutory law and 23 CFR for applicable administrative law. General administrative requirements relative to Federally funded activities are also contained under 49 CFR, Part 18 entitled, "*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*". Allowability for participating costs is set forth and described in the Executive Order of the President of the United States' Office of Management and Budget {OMB} Circular A-87 entitled, "*Cost Principles for State and Local Governments*".

P. The MUNICIPALITY shall maintain and operate the completed facility for its intended public purpose for a period of twenty (20) years or its useful design life, whichever is longer.

ARTICLE III. COST SHARING & REIMBURSEMENT PROCEDURES

A. A portion of the cost to conduct the PROJECT shall be provided by the DEPARTMENT using Federal funds available to it through the FHWA at the approximate rate of (rate spelled out) percent {percent in number form%} of all PROJECT costs deemed eligible for Federal participation in accordance with all applicable Federal laws and regulations as hereinbefore referenced under ARTICLE II, Paragraph O.

B. The **MUNICIPALITY** shall be responsible for all of the non-Federal or matching share of all participating **PROJECT** costs. The **MUNICIPALITY** shall also be responsible for all **PROJECT** costs deemed ineligible for Federal participation, including those as hereinbefore provided under **ARTICLE II**, Paragraph B.2 and as hereinafter provided under Paragraph C.4., unless otherwise agreed to in writing as hereinbefore provided under **ARTICLE II**, Paragraph N.2.

C. The **DEPARTMENT** shall reimburse the **MUNICIPALITY** for all the Federal share of all participating **PROJECT** costs hereinbefore described under Paragraph A, as follows:

1. The **MUNICIPALITY** shall bill the **DEPARTMENT** no less than monthly for all claims for all allowable direct and actual **PROJECT** costs incurred under the provisions of this **AGREEMENT**. Costs are incurred whenever work is performed, goods and services are received or a cash disbursement is made. All claims for such costs shall be submitted on the **MUNICIPALITY**'s billhead or invoice and be itemized in at least the same detail as itemized in the approved **PROJECT** budget. Each claim so submitted shall include an accumulative total for all costs incurred by cost category or budget line item. Each claim shall also include a certification from the Project Coordinator that all amounts so claimed for reimbursement are correct, due and not claimed previously and that all work for which such reimbursement is being claimed was performed in accordance with the terms of this **AGREEMENT** or any specific contract applicable thereto approved by the **DEPARTMENT** under the terms of this **AGREEMENT**.

2. In the event that less than One Thousand Dollars {\$1,000.00} in such reimbursable costs are incurred in any one month period or regularly scheduled billing period of at least one month duration, the **MUNICIPALITY** shall defer any such claim therefore until the next month or regularly scheduled billing period in which at least One Thousand Dollars {\$1,000.00} in such reimbursable costs have been incurred or until the last or final claim is submitted for reimbursement. Payment of any claim may be subject to a final inspection of the **PROJECT** by the **DEPARTMENT** to determine the acceptability thereof as hereinbefore provided under **ARTICLE II**, Paragraph L.

3. The **DEPARTMENT** shall deduct all of the **MUNICIPALITY**'s share of such costs as hereinbefore described under Paragraph B of this **ARTICLE** prior to making any reimbursement. The **MUNICIPALITY** shall show such share on all bills so submitted.

4. In the event that the **MUNICIPALITY** withdraws from the **PROJECT**, suspends or delays the work on the **PROJECT** or takes some other action, including any acts of commission or omission, without concurrence of the **DEPARTMENT** which results in the loss of Federal participation in any of the reimbursable costs as provided herein, the **MUNICIPALITY** shall be responsible for all the Federal share of such costs and, if necessary, shall refund to the **DEPARTMENT** all of the Federal share of any reimbursements received which subsequently become ineligible for Federal participation. The **DEPARTMENT** shall have the additional remedy of withholding any funds that may become due to the **MUNICIPALITY** on account of this **PROJECT**.

ARTICLE IV. RECORD RETENTION, ACCESS REQUIREMENTS & AUDIT

A. The **MUNICIPALITY** shall maintain all **PROJECT** records for at least a period of three {3} years from the date of the last or final submission of claim for reimbursement for **PROJECT** costs in accordance with the provisions of 49 CFR 18.42(b), except as otherwise provided below:

1. In the event that any litigation, claim, negotiation, audit or other action involving such records has begun prior to the expiration of such period, then all records shall be retained until all action and resolution of all issues arising there from are complete if such action or resolution extends beyond the three year period hereinbefore described.

2. The **MUNICIPALITY** shall assure that, in accordance with the provisions of 49 CFR 18.42(b), the **DEPARTMENT**, the Federal Highway Administration, and, if necessary, the Comptroller General of the United States, or any of their authorized representatives, shall have full access at any reasonable times to all records of the **PROJECT** for all purposes necessary to make audits, examinations, excerpts or transcripts.

B. The **MUNICIPALITY** shall assure that all applicable audit requirements are met in accordance with the provisions of OMB Circular A-133.

ARTICLE V. GENERAL PROVISIONS

A. The **MUNICIPALITY**, its employees, agents, representatives or consultants shall, in the performance of the work under this **AGREEMENT**, act in an independent capacity from the **DEPARTMENT**, and not as officers, employees or agents thereof.

B. Any amount paid out by the **DEPARTMENT** arising out of or from any errors, omissions or failures on the part of the **MUNICIPALITY** to meet professional standards of construction engineering and inspection shall be recovered from the **MUNICIPALITY** by reductions in any reimbursements due said **MUNICIPALITY** under the terms of this **AGREEMENT** or by any other legal means. The **DEPARTMENT** shall promptly notify the **MUNICIPALITY** if any potential claim arises under the provisions of this **ARTICLE**. The **MUNICIPALITY** shall be afforded full opportunity for a defense against any such claim. If it is subsequently determined that any such reduction in any reimbursement due the **MUNICIPALITY** by the **DEPARTMENT** was either arbitrary, capricious or fraudulent, then any amount so reduced shall be promptly paid.

C. The **MUNICIPALITY** shall indemnify and hold harmless the **DEPARTMENT** and its officers, agents and employees from any and all claims, suits or liabilities of every kind or nature arising out of or from any negligent, intentional, malicious or criminal act, error or omission by the **MUNICIPALITY** or any of its consultants occurring as a result of any work undertaken by the **MUNICIPALITY** pursuant to this **AGREEMENT**. This provision shall survive any termination or expiration of part or all of this **AGREEMENT** as hereinafter provided under **ARTICLE VI**, Paragraph C. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the **MUNICIPALITY** or the **DEPARTMENT**, its or their officers, agents or employees, under the Maine Tort Claims Act pursuant to the provisions of Title 14 of the Maine Revised Statutes Annotated {M.R.S.A.}, Section 8101 et seq. or any other privileges or immunities as may be provided by law.

D. The parties hereto agree that, where applicable, any information pertaining to right-of-way matters and all information pertaining to any detailed cost estimates shall be kept confidential pursuant to the provisions of 23 M.R.S.A., §63.

E. The **MUNICIPALITY** agrees to comply with all applicable equal employment opportunity requirements as follows:

1. During the performance of any work undertaken pursuant to this AGREEMENT, the **MUNICIPALITY** shall not discriminate against any employee or applicant for employment relating specifically to any work under this AGREEMENT because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The **MUNICIPALITY** shall take affirmative action to ensure that all such applicants are employed and all such employees are treated without regard to their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this AGREEMENT. Such action shall include, but not necessarily be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The **MUNICIPALITY** shall post, or cause to be posted, in a prominent manner in conspicuous places readily available to all employees and applicants for such employment hereunder, notices setting forth the provisions of this paragraph.

2. In all solicitations or advertising for employees placed by or on behalf of the **MUNICIPALITY** relating specifically to any work undertaken pursuant to this AGREEMENT, the **MUNICIPALITY** shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.

3. The **MUNICIPALITY** shall send to each labor union or representative of any of its employees covered by a collective bargaining agreement or any other contract or understanding under which any labor, work or services are to be furnished towards the **PROJECT** under terms of this AGREEMENT, a notice advising all such labor unions or representatives of employees of the **MUNICIPALITY's** commitment under this ARTICLE and shall post copies of such notice prominently in conspicuous places readily available to all such employees and applicants for employment.

4. The **MUNICIPALITY** shall cause all of the foregoing equal employment opportunity provisions under this ARTICLE to be included in any contract for services or work undertaken pursuant to this AGREEMENT in such a manner that such provisions shall be binding upon each consultant except that the foregoing provisions shall not apply to any contract for the purchase of or the supply of standard commercial supplies or raw materials. To the maximum extent feasible, the **MUNICIPALITY** or any of its consultants shall list all suitable employment openings with the Maine Job Service. This provision shall not apply to employment openings which the **MUNICIPALITY** or any of its consultants propose to fill from within their own organization. The listing of such openings with the Maine Job Service shall involve only the normal obligations which pertain thereto.

F. The **MUNICIPALITY** shall require any and all consultants performing any of the services or work undertaken pursuant to this AGREEMENT to be insured in accordance with the provisions set forth under Section 110.3 of the **DEPARTMENT'S** Supplemental Specifications and Supplemental Standard Details for Construction, effective February 1, 2001 (DIVISION 100 - GENERAL CONDITIONS).

G. All plans, reports, notes, papers or other tangible work produced by or on behalf of the **MUNICIPALITY** under the terms of this AGREEMENT shall be the property of the **DEPARTMENT** and shall be turned over to the **DEPARTMENT** upon request following completion or termination of the **PROJECT**. The **MUNICIPALITY** shall be allowed an interest therein commensurate with its share of the **PROJECT** costs.

H. The **MUNICIPALITY** shall not sublet, sell, transfer, assign or otherwise dispose of this AGREEMENT or any portion thereof or any right, title or interest therein without the express written consent of the **DEPARTMENT**. No contract, agreement or transfer of this AGREEMENT shall in any case release or relieve the **MUNICIPALITY** from any liability under this AGREEMENT.

I. This AGREEMENT contains the entire agreement between the parties hereto relative to all matters of the **PROJECT** and neither party shall be bound by any statement, correspondence, agreement or representation made previous hereto which is not expressly contained herein.

J. The **DEPARTMENT** may postpone, suspend, abandon or otherwise terminate this AGREEMENT upon written notice to the **MUNICIPALITY** and in no event shall any such action be deemed a breach of contract. In the event that the reason for termination is other than for failure by the **MUNICIPALITY**, the **DEPARTMENT** shall give the **MUNICIPALITY** a written thirty {30} day notice of termination. Postponement, suspension, abandonment or termination may be taken for any reason by the **DEPARTMENT** or specifically as the result of any failure by the **MUNICIPALITY** or any consultant there under to perform any of the services required under this AGREEMENT to the satisfaction of the **DEPARTMENT**. Upon receipt of written notification from the **DEPARTMENT** that this AGREEMENT is to be postponed, suspended, abandoned or terminated for any of the foregoing reasons, the **MUNICIPALITY** or any consultant there under shall immediately cease all work or services subject to such termination, except any work required to protect the public health and safety, and turn over to the **DEPARTMENT** within thirty {30} days following the effective date of such termination, all **PROJECT** records and documentation pursuant to this AGREEMENT. Upon receipt of such records and documentation, the **DEPARTMENT** shall reimburse or arrange a settlement with the **MUNICIPALITY** in one of the following manners:

1. If the postponement, suspension, abandonment or termination is for any reason other than that set forth under subparagraph 2., below, the **MUNICIPALITY** shall be reimbursed for all work or services accomplished up until the effective date of such termination and pursuant to hereinbefore ARTICLE III, Paragraph A.
2. If the postponement, suspension, abandonment or termination is the result of any failure by the **MUNICIPALITY** or any consultant there under to correct any unsatisfactory performance after receiving fifteen {15} days written notice from the **DEPARTMENT** setting forth the basis of such dissatisfaction, the **MUNICIPALITY's** reimbursement shall

be limited to payment for acceptable work or service accomplished until the effective date of such termination and pursuant to hereinbefore ARTICLE III, Paragraph A.

K. The DEPARTMENT may terminate this AGREEMENT and withdraw Transportation Enhancement Program funds if, after eighteen (18) months from the execution of this AGREEMENT, the MUNICIPALITY has not demonstrated substantial progress in the development of the PROJECT. Such termination shall not prohibit the MUNICIPALITY from resubmitting the PROJECT for future funding consideration.

ARTICLE VI. TERMS OF AGREEMENT

A. All of the provisions set forth under ARTICLES II and III, with the exception of ARTICLE II, Paragraphs I.5 and I.6, shall expire upon satisfactory completion of the terms set forth herein or three (3) years from the date hereof, whichever occurs first, unless otherwise terminated sooner or extended later in writing as hereinbefore provided under ARTICLE II, Paragraph N.2.

B. All of the provisions set forth under ARTICLES IV and V, except ARTICLE V, Paragraphs C and D, shall expire upon satisfactory completion of the terms set forth under ARTICLE IV, unless terminated sooner or extended later in writing as hereinbefore provided under ARTICLE II, Paragraph N.2.

C. The indemnification provision set forth under ARTICLE V, Paragraph C, shall remain in full force and effect indefinitely or until specifically terminated, modified or amended in writing by the parties hereto or negated by operation of law.

ARTICLE VII. APPROVAL

This AGREEMENT has been approved and signed in quadruplicate originals by the parties below and becomes effective on the day and date first above written.

MUNICIPALITY OF (MUNICIPALITY NAME)

by: _____
(name & title of authorized official)

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

by: _____
Warren T. Foster, Its Director, Bureau of Project Development

ATTACHMENT 1 - Contact Information

Municipalities within Metropolitan Planning Organizations (MPO) must submit their project applications to MDOT through the MPO and be included in the MPO's Transportation Improvement Program (TIP). Below are the four MPO areas in Maine:

Androscoggin Transportation Resource Center (ATRC)
125 Manley Road
Auburn, ME 04210
(207)784-3852

Bangor Area Comprehensive Transportation System (BACTS)
Eastern Maine Development Corporation
One Cumberland Place, Suite 300
Bangor, ME 04401
(207)942-6389 or (800)339-6389

Kittery Area Comprehensive Transportation Study (KACTS)
21 Bradeen Street
Springvale, ME 04083
(207)324-2952

Portland Area Comprehensive Transportation Committee (PACTS)
233 Oxford Street
Portland, ME 04101
(207)774-7149

Maine DOT Contact Information:

Duane Scott, Transportation Enhancement Coordinator
Bureau of Planning
16 State House Station
Augusta, ME 04333-0016

TEL: (207)624-3309
FAX: (207)624-3301
TTY: (207)287-3392
duane.scott@state.me.us

Steve Harris, Local Projects Coordinator
Bureau of Project Development
16 State House Station
Augusta, ME 04333-0016

TEL: (207)624-3329
FAX: (207)624-3431
TTY: (207)287-3392
steve.harris@state.me.us

John Balicki, Bike/Ped Coordinator
Office of Passenger Transportation
16 State House Station
Augusta, ME 04333-0016

TEL: (207)624-3252
FAX: (207)624-3251
TTY: (207)287-3392
john.balicki@state.me.us

Bret Poi, Kent Cooper, Sylvia Michaud
Environmental Office
16 State House Station
Augusta, ME 04333-0016

TEL: (207)624-3100
FAX: (207)624-3101
TTY: (207)287-3392
bret.poi@state.me.us
kent.cooper@state.me.us
sylvia.michaud@state.me.us

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RONALD A. EPSTEIN
WILLIAM H. DALE
JOSEPH H. GROFF III
F. BRUCE SLEEPER

DEBORAH M. MANN
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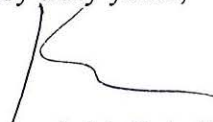
June 6, 2002

Carla Nixon, Assistant Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Dear Carla:

Enclosed is the Chebeague Island paper street report for your review. Please feel free to call with any suggested revisions. Otherwise please let me know when the Council workshop is scheduled on this matter.

Very truly yours,



Kenneth M. Cole III

KMC/ab
Enclosure

cc: Robert B. Benson, Town Manager

J B G & H
MEMORANDUM

TO: Cumberland Town Council

FROM: Kenneth M. Cole III, Town Attorney

RE: Chebeague Island Paper Streets

DATE: June 6, 2002

In September, 1997 the Council voted to reserve its rights in all roads that were never accepted or developed as Town ways that were shown on various subdivisions on the mainland and Chebeague Island. This decision, a copy of which is attached, was pursuant to a statute that required all Towns in Maine to make such a determination on the status of paper streets or they would be deemed vacated and the title would pass to the abutters. See 23 M.R.S.A. § 3032(2). By opting to preserve all paper streets on Chebeague Island, the Council extended its rights to decide what to do with these roads for up to an additional 20 years. At the time of this determination, the Council indicated to the Chebeague residents that it would, over the next few years, review the various unaccepted ways on Chebeague and decide whether or not to accept or improve them.

The basic choice for the Council at this point is three fold. It can accept the paper streets as either public roads or public easements; it can decide that there is no public use required and order them vacated, or it can do nothing and wait for up to another 15 years before deciding. A Town road would have to be improved to keep it "safe and convenient for travelers with motor vehicles." 23 M.R.S.A. § 3651. A public easement does not obligate the town to maintain or improve it. 23 M.R.S.A. § 3105. The fact that

some of these streets are on plans that go back nearly 100 years does not change the Council's rights. In the case of Glidden v. Belding, 684 A.2d 1306 (Me. 1996) the Maine Supreme Court held that with the passage of the paper street statute, municipal rights in all dedicated but unaccepted ways were revived until compliance with the statute had been carried out.

Over the past few years Donna Damon has done considerable research on these streets and produced a number of coastal access reports pursuant to State Planning Office/Maine Coastal Program Grants. These reports would appear to be an appropriate place to begin the Chebeague paper street review process. The first of these dealt with the Nubble View subdivision. Nubble View contained numerous unaccepted streets within it, specifically including an unnamed road along the shore of Chandler's Cove leading to Bennett Cove and Nubble Road, running to the Bennett Cove Road. The Town staff and I have met on two occasions to review the report with Donna Damon. There is a general feeling that the layout of a public easement along the shore would be beneficial and that the extension of Nubble Road to the Bennett Cove Road would also be helpful since it would provide better access from the Casco Bay Lines landing at Chandlers Cove over to Bennett Cove.

Donna Damon's other report deals with Waldo Point. The Waldo Point subdivision issues are slightly more specific in that they just entail the acceptance of a roadway that is currently in existence but never formally accepted by the Town and an access off that to the ocean. This roadway and shore access are used generally by clamers in the area and the recommendation to accept these relates to the fear that

someone may attempt to block them off at a later date if the town has not acted affirmatively.

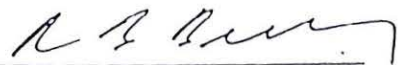
The process we would suggest is that following a workshop review by the Council of these reports and the public access issues they raise, the question of the paper streets should be referred to the Planning Board. Phil Hunt as chairman of the Planning Board has also attended the staff meetings in this regard and the Board is prepared to hold a public hearing on Chebeague this summer to discuss these roads. The statute generally requires the Board's input prior to the Council's decision on whether or not to vacate a paper street. Following the public hearing and the advice of the Planning Board from that hearing, the matter would be placed on the Council's agenda for formal action. In the meantime, Bruce Bowman who has done preliminary survey work on these roads, will prepare final surveys providing accurate legal descriptions of the ways in question. Further, by flagging the location of the roads during his survey, the public and abutters will better understand their location. It should be noted, however, that survey cost can be substantial so that allowing a Chebeague planning committee to determine what other paper streets have real public value before actually starting this process would be wise. Whatever the final action taken by the Town, the staff and I will happily attend the Council workshop on this so that it can be sent on to the Planning Board during the summer season for its public hearing.

NOTICE TO EXTEND TIME TO PREVENT VACATION OF PROPOSED,
BUT UNACCEPTED WAYS

TAKE NOTICE, pursuant to 23 M.R.S.A. § 3032 (2), the Town Council of the Town of Cumberland, acting as the municipal officers of said municipal corporation, in a public meeting duly called, have voted with a quorum present and voting, to extend for a period of twenty (20) years from the date of recording in the Cumberland County Registry of Deeds of this written notice, the time for action by the said Council under said statute either to accept or allow a deemed vacation of all of the proposed, but unaccepted ways identified on Exhibit A attached hereto; provided, however, nothing herein shall limit the right or authority vested by Maine law in the said Town Council to vacate or accept said proposed, but unaccepted ways during said time period as otherwise provided by law.

Dated: 9-25-87

TOWN OF CUMBERLAND

By 
Robert B. Benson, Town Manager

STATE OF MAINE
Cumberland, ss.

September 24, 1997

Then personally appeared Robert B. Benson, the Town Manager of the Town of Cumberland, and acknowledged the above instrument to be his free act and deed in said capacity.

Before me,

Klara M. Norton
Notary Public

KLARA M. NORTON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES AUGUST 16, 1998

Councilor Gleason moved the Town Council to extend, for a period of twenty years from the date of recording in the Cumberland County Registry of Deeds of written notice, the time for action under 23 M.R.S.A., Section 3032(2), which said statute permits the Town to extend its decision to either accept or allow a deemed vacation of all of the proposed, but unaccepted ways identified on Exhibit A attached, provided that nothing herein shall limit the authority of the Council under Maine law, to vacate or accept any of those streets during said time period; and to authorize the Town Manager to sign the appropriate document extending the deadline and record the same.

Seconded by Councilor Bingham

VOTE: UNANIMOUS

<p>TOWN OF CUMBERLAND, MAINE</p> <p>I hereby certify that this document is an exact photographic reproduction of the original document on file in the Town Clerk's Office.</p> <p>A TRUE COPY ATTEST:</p> <p><u>Klara M. Norton</u> TOWN CLERK</p> <p>DATE <u>9-25-97</u></p>

EXHIBIT A

Proposed, But Unaccepted Ways in the Town of Cumberland Cumberland County, Maine

All proposed, but unaccepted ways, not previously vacated located in the Town of Cumberland, including, without limitation, all such ways shown on the following plans on file in the Cumberland County Registry of Deeds:

Pleasant View Park, Chebeague Island, ME, Plan Book 8, Page 125, recorded 1898

Merriam Point, Great Chebeague Island, ME, Plan Book 11, Page 53, recorded June 15, 1907

Sunset Beach, Chebeague Island, Plan Book 11, Page 55, recorded July 22, 1907

Bayview Sunset Landing, Great Chebeague Island, Plan Book 13, Page 53, dated August 15, 1916, recorded August 17, 1916

Wildwood Park, Concord Realty, Plan Book 14, Page 3, recorded 1918

Nubble View, Great Chebeague Island, ME, Plan Book 14, Page 40, dated January 3, 1922, recorded 1922

Forest Lake, John P. Breiel Cottage Lots, Plan Book 15, Page 50, dated June 29, 1923, recorded 1924

Forest lake, John P. Breiel Property, Plan Book 15, Page 64, dated April 28, 1924, recorded June 2, 1924

Plan of Cumberland Highlands, George T. Edwards, Plan Book 16, Page 8, dated April 1924, recorded July 22, 1924

Plan of Forest Homes, Property of Cora E. Parker at West Cumberland, Plan Book 25, Page 24, dated September 1938, recorded in November 14, 1938

Waldo Point, owned by Mildred Bell, Plan Book 35, Page 70, recorded February 7, 1950

Greenwood at Cumberland, Plan Book 69, Page 35, dated March 1965, recorded 1965

Division Point, Chebeague Island, ME, Plan Book 99, Page 36, recorded 1974

Division Shores, Chebeague Island, ME, Plan Book 110, Page 14, recorded 1975; Plan Book 113, Page 24, recorded 1976; Plan Book 139, Page 10, recorded 1983

Homestead Acres made for Stanley Marston, Plan Book 135, Page 10, dated May 27, 1981, recorded July 29, 1982

Brentwood Subdivision, H. Cameron McCulloch, Plan Book 136, Page 66, recorded 1983

Waldo Point Subdivision

Coastal Access Report Prepared for the Cumberland Town Council

June 15, 1998

Researched and Compiled by
Donna Miller Damon

"A report of the Maine State Planning Office/Maine Coastal Program pursuant National Oceanic and Atmospheric Administration pursuant to National Oceanic and Atmospheric Administration Award No. NA67OZ0256."

Financial assistance provided in part by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management,
National Oceanic and Atmospheric Administration

Introduction to Waldo Point Study

Maintaining coastal access in Maine is a challenge. As a result of rising real estate costs and increasing development pressure, traditional roads and paths are threatened; hauling up places are nearly extinct; deep water anchorages are overcrowded; fishermen's rights are sometimes ignored; and the public's traditional use of the shore is being challenged. No where is access to the shore more important than on an island. Islanders look at the shore and the ocean that surrounds them as an integral part of their environment, for freedom of movement has deep economic, cultural and spiritual roots. Over the past two decades, the Town of Cumberland has committed to identifying and preserving coastal access on Great Chebeague Island, and the Town has preserved numerous roads and rights-of ways to the shore as well as occasionally buying shore property and shore rights.

Questions regarding access to the shore abutting Waldo Point on Great Chebeague Island, have been raised in several Cumberland coastal access inventories of Chebeague.¹ Located on the south side of Chebeague, the Waldo Point subdivision abuts the east side of Johnson's Cove, and provides access to an expansive tidal area that is a rich shellfish resource. Due to its sheltered nature, Johnson's Cove is also used as a hauling up place for boats during storms. [See Appendix 1 for photos taken during Hurricane Bob in 1992]. Several hundred feet of high water sand beach also abut the subdivision. On the ocean side, Waldo Point abuts a gravel beach, which accesses a deep-water anchorage used by lobstermen to moor their boats. The shoreline is used for haul offs and the occasion storage of fishing gear.

A subdivision, known as Waldo Point, located on Great Chebeague Island in the Town of Cumberland was developed by Mildred G. Bell and accepted by the selectmen of the Town of Cumberland on February 6, 1950.² The subdivision plan was registered at the Cumberland County Registry of Deeds, February 7, 1950 [CCRD: Plan Book 50/Page70].

The Waldo Point subdivision has the potential of providing increased coastal access for the inhabitants of the Town of Cumberland. However, several questions must be answered regarding the ownership of the roads, the beach, the intertidal zone and two lots of land shown on the Cumberland Assessor's map I-2 as lots 65 and 66. While these issues are interrelated, for the sake of clarity, each of the questions will be addressed in separate sections of the report.

1. What is the status of Shore Road, Cove Road, and the unnamed road to the shore? What steps would the Town of Cumberland have to take to preserve access to the shore over these roads.

- Shore Road [40 foot right of way], running from the Rose Point Road [Town Road AKA Charleson Road, 1919] to the shore of Johnson's Cove.³
- Cove Road [40 foot right of way], running from the John Small Road [Town Road CCRD: John F. Small, Mary A. Charleson to Town of Cumberland October 1, 1927, B1275/P79] to Shore Road.⁴

¹Waldo Point, as it is known to Chebeaguers, is named for the Samuel and Cornelius Waldo who owned the eastern end of Chebeague from 1743 to 1760. Mildred Bell used the commonly accepted name of the point for her subdivision, which included all of Waldo Point.

² The Cumberland Selectmen approved the subdivision because the Cumberland Planning Board was not created until March, 1954. To date the Selectmen's minutes for this meeting have not been located.

³ Abuts I-2, Lots 53-56; 61-66.

- Unnamed road [40 right of way], running from Shore Road and abutting I-2, Lots 62 and 65 to the southeast shore of the subdivision.
2. The Town of Cumberland claims ownership of I-2, lots 65-66. Is there a basis for this claim? Will the Town acquire the property to provide additional public access?
 3. Who owns the fee in the shore below the bank and the intertidal zone? Is there an opportunity for the Town to acquire the fee in the shore and intertidal zone?

⁴ Abuts I-2, Lots 47-50C; 52, 52A, 54, 57, 58, 60 and 61.

Section 1: Status of the Roads in the Waldo Point Subdivision

During the 1980's, the Legislature of the State of Maine required that Towns determine the status of roads, which had been created on subdivision plans but had never been built and/or accepted by the governing municipality. If a town failed to act the town automatically abandoned any rights they had in the roads known as paper streets. Towns had ten years to determine if they had any interest in the roads, with the option of requesting a twenty-year extension to make a final determination regarding "paper streets". The Town of Cumberland decided to seek an extension in 1997, with the intent to make a determination regarding the status of all Chebeague roads as soon as possible.⁵ Waldo Point was identified by the Cumberland Town Council as a subdivision with paper streets that required more study before the Town Council could decide if they wanted to accept the roads as Town roads, abandon any claim in them, or retain a recreational and/or a utility easement over the roads.

Mildred Bell acquired her title to the property, which eventually became the Waldo point subdivision, through her mother, Mary Adelaide Seabury Gorman Charleson [CCRD: Devise, September 12, 1929, B1306/P297]. The plan loosely followed an earlier unregistered subdivision, created by Mildred Bell's mother, Mary A. Charleson.⁶ Charleson sold a few lots in the early 1900's, many years before any known plan was drawn.⁷ The 1928 unregistered plan, known as Green Acre Tract, drawn by E. C. Jordan, Inc. of Portland, followed old roads, established by usage on Charleson's ancestral farm. It also created new roads adjacent to the lots.⁸ The roads on the Jordan plan were 25 feet wide, and the lots were laid out around previously conveyed parcels. Bell's, Waldo Point plan, changed the configuration of the unsold lots, and increased the width of the roads to 40 feet and established several rights of way to the shore were established.

As already described, Mildred Bell and her mother, Mary A. Charleson, deeded several lots of land before the creation of the Waldo Point subdivision. Mrs. Charleson's mother, Sarah Seabury conveyed fifteen acres of land, which included much of the land that later became the Waldo Point subdivision, to Henry P. Dewey, Oscar Charleson and Mary A. Charleson [CCRD:

⁵ The Town Council determined that the Cumberland Planning Board would conduct public hearings regarding paper streets on Chebeague and make recommendations to the Town Council. In October, 1997, because of a technicality, the Town of Cumberland abandoned its rights in the section of Hamilton Circle north of Cross Street.

⁶ "Green Acre Tract" plan included a survey of a lot of land Charleson owned which was located between the John Small Road and the South Road. [Now, 1999, Gilmartin, I-2, Lot 23; Holt, I-2, Lot 46; Rich, I-2, Lot 68A].

⁷ Lots that are referenced on the Waldo Point plan but were conveyed out before the creation of the Waldo Point subdivision, include I-2, Lot 53 Katherine Kelly heirs [CCRD: B4254/P77] which Charleson originally sold to Enoch Rose; a portion of I-2, Lot 60, Hatler/Coffin [CCRD: B10491/P178] originally Adams on Plan of Waldo Point; I-2, Lot 48, Laura Jamison [CCRD: January 21, 1993, B10522/P102] originally Scott on Plan of Waldo Point. Before Waldo Point was accepted, Mildred Bell made the following conveyances: I-2, Lot 55 Johnson Family Trust [CCRD: B11801/P95] by several conveyances; I-2, Lot 64 (part of) Phyllis MacCarthur [CCRD: B4131/P283] originally Kauffman on plan of Waldo Point.

⁸ Benjamin Mitchell, Charleson's great-grandfather, bought 50 acres of land on the south side of Great Chebeague [CCRD: December 15, 1804, B44/P32] from Colonel John Waite, a portion of the property that Waite bought from the Waldos in 1760.

August 23, 1889, B561/P278].⁹ This conveyance granted "a right of way with team from said lot through my field and pasture to the highway".¹⁰ Seabury in turn retained "a right of way with team through said lot from my farm to the shore. The route and terminus of this right of way is not known. The deeds were not consistent in the manner in which they were written regarding road access.

Some of the deeds granted the right to use the roads in common with others [I-2, Lot 64 Kauffman/MacArthur, CCRD: January 24, 1950, B1985/P328 which was originally Kauffman on plan of Waldo Point]. Some other conveyances only mentioned a lot abutting a proposed road [I-2, Lot 55 Johnson Family Trust [CCRD: B11801/P95].

Bell's deeds continued to be inconsistent after the subdivision was approved. Bell did not mention the use of the roads in her conveyance to Carleton, which referenced the Waldo Point plan and described the parcels only as "lots 6 and 7 on the Plan of Waldo Point". [CCRD: March 5, 1956, B2263/P434]. However, she conveyed rights in the roads to others. [Kauffman/MacArthur, #2 [CCRD: December 30, 1953, B2161/P91] This deed gave the grantee "... the right in common with the Grantor and others to use the roads and rights of way as shown on said plan." The year before her death, Mildred Bell deeded her family homestead and adjacent land to G. Francis and Frances B. Kauffman. [CCRD: April 7, 1955, B2223/P138]¹¹

The plan of Waldo Point delineated Cove Road, which ran from the John Small Road, by Bell's ancestral home, and connected with Shore Road. Again, Mildred Bell recognized the status of the roads on her subdivision plan and her fee in them in the deed to the Kauffmans, "This conveyance is made subject to such rights of way and easements as may exist over the above described parcels of land."

Bell mortgaged her remaining property to Federal Loan and Building [CCRD: December 14, 1951, B2073/P172]. The description of the mortgaged property was very specific as to what she owned and what she did not own. The mortgage deed excepted all of the lots that had been sold

⁹ Mary A. Charleson was one of at least six children born to William and Sarah Mitchell Seabury. Sarah Seabury conveyed her rights in what became the Waldo Point subdivision August 25, 1889 to Mrs. Charleson, her husband, Oscar and Henry Dewey. [CCRD: B561/P278].

On December 8, 1895, Sarah Seabury's heirs granted their rights in the remainder of the parcel to Mary Adelaide Charleson [CCRD: B631/P143]. The heirs were William Seabury, widower of Sarah; daughter, Emily and her husband, Alvin Hamilton; daughter Maude and her husband, Ernest Titcomb; son, Benjamin J. and his wife, Lucy J. Kennedy; and son John, who later married Bertha Hamilton. Missing from the list is a son, Edgar Seabury, who was listed in both the 1870 and 1880 U.S. Census. Edgar may have died before the deed was executed. John and Bertha Seabury had one daughter, Evelyn who died unmarried. Alvin and Emily Seabury Hamilton had at least three children, Ethel W., who married a Lunt and Edith M. [no further information] and a son, Edgar L. [no further information]; Maude and Ernest Titcomb had at least one child, Adelaide S. Pelletier; Benjamin and Lucy Seabury had at least one child, Philip who married Mina E. Hutchinson. Philip and Mina Seabury had one child, Richard who died during World War II. Richard left a widow but no children.

Genealogical Sources: Cumberland U.S. Census 1870, 1880, and 1900 and Hauk, H. William. *Stone Sloops of Chebeague and the Men who Sailed Them*, 1949. Tinker, Katherine. Unpublished Manuscripts, located at the Chebeague Library.

¹⁰ This conveyance included the right of way shown on the Green Acre Tract which ran on a similar path as Cove Road and continued through what is now I-2, lot 23 to the South Road.

¹¹ Ellen Goodman and Robert Levey now own the homestead and some of the land. The property was subdivided by the Kauffman heirs [CCRD: February 23, 1990, Plan Book 184/P7].

over the years by both, Bell and her mother, Mary A. Charleson. The mortgage specifically stated that it was "...subject to the roads as shown on said plan...and whatever rights of way have been conveyed by Mary A. Charleson over said premises to the Town Road and the seashore". Thus Mildred Bell recognized that she had rights in the roads in the Waldo Point subdivision that she could convey, but no evidence has been found that would indicate that she conveyed the fee in any of the roads on the Waldo Point plan to anyone during her lifetime.

Mildred Bell died in Portland, October 25, 1957. She left her property on Chebeague to her only child, Donald W. Bell [CCRD: Devise, B2925/P101; CCProbate Instrument, 53002]. The property at Waldo Point was described as "certain lots or parcels of land being #8-25 including wild land approximately 8 acres. Being all property owned by the deceased on Great Chebeague...as delineated on the plan of Waldo Point recorded B35/P70." Although she did not specify the fee in the roads, Donald Bell as her sole heir would have inherited her interests in the roads.

Donald Bell sold the Waldo Point property to Philip G. Willard and Monroe H. Hamilton¹² [CCRD: July 24, 1958, B2421/P177]. The property was described as, "Eighteen (18) lots of land being numbered Eight (8) to Twenty-five (25), inclusive, as shown on the plan of Waldo Point..." Bell's deed to Willard and Hamilton granted, "the fee in all roads and streets as shown on the aforementioned plan (Waldo Point), in so far as the Grantor has the right to convey the same and subject to the rights of others in common within." Willard and Hamilton in turn conveyed, "a right of way in common with others over and upon the roads and ways shown on said plan of Waldo Point" to the many of the grantees who bought lots from them.¹³ Willard and Hamilton also clarified road access for lots, which had been conveyed by Mildred Bell. They executed a quit claim deed to Priscilla Plat to clarify the question of her access to the lot she bought that had been labeled "Scott" on the plan of Waldo Point. The deed stated, "...the easement and right of way in common with others entitled to use the same, in, over and upon the roadways shown on a plan...and designated "Plan of Waldo Point"...for the purpose of ingress or egress on foot or by vehicle, between that parcel marked "Scott"...and the public highways of the Town of Cumberland as shown on the plan." [CCRD: February 9, 1971, B3159/P594].

Abutters continue to recognize the existence of the roads on the Plan of Waldo Point as evidenced by the 1992 conveyance of the lot shown on the plan marked "Adams". [Robert Levey to Howard Coffin and Patricia Hatler, CCRD: December 31, 1992, B10491/P179]. This parcel was conveyed "SUBJECT, however, to rights if any of the public and others in and to use of the right of way known as Cove Road or Johnson Cove Road, which said road right of way or traveled path is shown on a plan entitled "Standard Boundary Survey, John Small Road and Rose Point Road, Great Chebeague Island..."

Willard and Hamilton sold all of the numbered lots in the Waldo Point subdivision before their deaths. To date no evidence has been found which would indicate that they ever conveyed the

¹² Philip Willard and Munroe Hamilton bought several large tracts of land on Chebeague during the 1950s-1960s. This speculation was motivated by the prospect of a bridge being built between Chebeague and Littlejohns Island.

¹³ Some of the grantees include: John D. and Helen Scott lots #8-9[CCRD: October 8, 1958, B2438/P270]; Martin B. Avery #21 [CCRD: October 23, 1958, B2440/P482]

fee in the roads shown on the plan, although as already cited, they conveyed rights in the roads to some of the lot owners. Both Hamilton and Willard are deceased, although their widows are still living, and they both have living children.¹⁴ Although their estates have not been thoroughly researched, it seems probable that their heirs, now, hold the title to the fee in the roads in the Waldo Point subdivision.

The roads have been privately maintained and in some cases, meandered from their actual location. Based on an Owen Haskell, Inc. survey, Gayle Helbig, owner of I-2, lots 49 and 50C, recently had the section of Cove Road that runs through her property relocated to the location shown of the Bell plan.¹⁵ Although the Plan of Waldo Point shows all of the roads to have a right-of-way width of 40 feet, they actually range from a walking path to 15 feet in width. In some cases, the traveled way may no longer run within the actual right-of way. The roads vary in condition from gravel to grassy centers and in some cases lawn like surfaces.¹⁶

Reasons why the Town of Cumberland should retain its rights in the roads in the Waldo Point subdivision.

- The roads shown on the Plan of Waldo Point provide access to significant shellfish areas, a deep-water anchorage, ancient shell middens, and Town acquired coastal land.
- If the Town of Cumberland decided to abandon these roads, there would be no Town access to the rich shellfish area known as Johnsons Cove, because the remaining land abutting the Cove on all sides is privately owned.
- The low elevation of the subdivision makes the headland at the terminus of the roads ideal hauling up places for fishermen, a safe harbor from a storm, and a place to put off traps and store gear.
- Fishermen moor their boats in the deep water off the southeast side of the subdivision, and the anchorage has the potential of accommodating many more moorings.
- If the Town's claim to I-2 lots 65 and 66 is upheld, these roads would be the only way to reach hundreds of feet of shoreline. [See Section II of this report.]
- Shell middens are clearly visible along the shore of the subdivision, and Town should take an active part in educating the public about this cultural resource while monitoring construction and excavation that could occur on the lots abutting and encompassing the middens.¹⁷
- These roads provide access to three year round homes and six seasonal houses.

¹⁴ Philip Willard's son, Philip, Jr. died in June of 1997. His obituary, in the *Portland Press Herald* dated June, 19, 1997 listed the following survivors: His mother, Narcissa Willard, of South Portland, widow of Philip Sr.; two daughters, Julia Chenery of London, and Sarah Gray of Ketchum, Idaho; a brother, Dana G. of Exeter, NH; and a sister Barbara P. Zamierowski of Hampstead, NH. Munroe Hamilton's heirs include his widow, Mary of Lexington, MA, and their three sons, John, David and William, all of whom are thought to live in Lexington, MA.

¹⁵ Helbig based the road relocation on an Owen Haskell, Inc. survey of the section of the Waldo Point plan, then owned by the Kauffman family. The property abutted the John Small Road and the Rose Point Road AKA Charleson Road [CCRD: February 23, 1991, Plan Book 184/P7].

¹⁶ See Appendix I, Copies of photographs of Waldo Point from the air by Frank Durgin, 1985 showing some of the roads on Waldo Point.

¹⁷ USM archaeologist, Nathan Hamilton feels that it is important that the public have access to these sites, so they will better understand the history of the land. The philosophy behind this new paradigm is that the public will feel ownership of the sites and become stewards protecting them from errant treasure hunters.

Part II: The Ownership of I-2, Lots 65 and 66 on Waldo Point

For many years the Town of Cumberland has claimed ownership of two undersize lots shown on the Plan of Waldo Point [Cumberland Assessor's Map I-2 as lots 65 and 66].¹⁸ These lots would provide the public with more than three hundred feet of shore frontage for recreation and most importantly, access to Johnsons Cove, a rich shell fish resource. In addition, a portion of upland could be used for a small parking area. The Town of Cumberland decided that before the Town could promote public access to these parcels, an essential question regarding the Town's title to these lots need to be answered. How did the Town acquire these parcels? This question was discussed with Cumberland Town Attorney, Kenneth Cole when this study first began, several years ago. At that time, Cole verbally outlined the process that this study has followed.

The first step was to research property transfers at the Cumberland County Registry of Deeds to determine if the property had been transferred to the Town of Cumberland. No record was found. One theory that has been suggested is that Mildred Bell may have made an agreement with Cumberland selectmen to give these lots to the Town at the time that the subdivision was approved. Unfortunately, all of the selectmen are dead and the Town does not have a complete set of selectmen's minutes. The years, which include the acceptance of Waldo Point until Mildred Bell's death, are missing. There is no record of any such transaction in the Cumberland Town Meeting records from 1950-1972, nor is there any record in the Town Council minutes from 1972 to the present. That does not mean such a discussion did not take place, but it does mean that no record has been found that would give the Town a legal claim, other than the fact that no one has paid taxes on these lots for years.

The next question that had to be answered was who might have an interest in this property. Tax acquired property records were reviewed. The Town had no records of taxes ever being paid specifically on these lots since the creation of the subdivision. It does not appear that the Town ever put a tax lien on these specific lots.

At Ken Cole's suggestion, a search of records was made to see who did not own the lots. Registry records from Colonial times to the present were researched. This part of the study was very time consuming and included potential heirs and abutters before the subdivision was created. Eventually it included present abutters and anyone who ever held title to any of the lots in the Waldo Point subdivision from its creation in 1950 to the present. After extensive research as previously outlined, no evidence was found that the lots had not been conveyed out before or since the creation of the Waldo Point subdivision.

Finally, a study of the subdivision was conducted to attempt to determine if a case could be made that the lots were included in the Mildred Bell's bequest to her son, Donald Bell. Mildred Bell did not number all of the lots on her plan of Waldo Point. The lots marked "Johnson", "Kelly", "Adams", and "Scott" had been previously sold. Fifteen to twenty acres surrounding Bell's house was left as vacant land. [Bell to Kauffman CCRD: April 7, 1955, B2223/P138]. Three undersize lots abutting the shore including lots 65-66 were left unnumbered. Bell sold the

¹⁸ The Cumberland Selectmen accepted the plan on February 6, 1950.

unnumbered shore lot abutting the Johnson lot to Will Johnson, and it became part of I-2, lot 55 [CCRD: B2201/33]. As previously mentioned, no record has been found at the Cumberland County Registry of Deeds that would indicate that Mildred Bell conveyed the other two unnumbered lots during her lifetime [Cumberland Assessor's Map I-2, lots 65-66]. It may have been her intent to leave these lots to her son, Donald Bell. Mildred Bell died in Portland, October 25, 1957. She left her property on Chebeague to her only child, Donald W. Bell [CCRD: Devise, B2925/P101. CCProbate Instrument, 53002]. The lots were not specifically mentioned in her will which read, "...certain lots or parcels of land being #8-25 including wild land, approximately 8 acres, being all the property I own on Great Chebeague... as delineated on the Plan of Waldo Point" recorded Book 35/Page 70". The property at Waldo Point was described as "certain lots or parcels of land being #8-25 including wild land approximately 8 acres. Being all property owned by the deceased on Great Chebeague... as delineated on the Plan of Waldo Point recorded Plan Book 35/P70." What did Mildred Bell mean by wild land? Did she refer to the unnumbered lots that the Town of Cumberland has claimed as wild land? As already stated, it is clear that neither abutter, Phyllis MacArthur [I-2, Lot 64 (part of) CCRD: B4131/P283 originally Kauffman on the Plan of Waldo Point] nor abutters, David and Jane Mudgett [I-2, Lot 63, CCRD: March 6, 1980, B4573/P122, originally Carleton] owned any rights in these lots. The MacArthur deed describes a stake, which abuts lot 66 as being located twenty feet from the top of the southerly bank. Therefore, Bell did not include this lot in the conveyance. The Mudgett property was described as lots six and seven as shown on the plan of Waldo Point. The plan clearly lays out the lots to the top of the bank and does not include Lot 65.

Donald Bell sold the Waldo Point property to Philip G. Willard and Monroe H. Hamilton¹⁹ [CCRD: July 24, 1958, B2421/P177]. The property was described as, "Eighteen (18) lots of land being numbered Eight (8) to Twenty-five (25), inclusive, as shown on the plan of Waldo Point..." In addition to any rights in the roads on Waldo Point [previously cited], Bell's deed to Philip Willard and Munroe Hamilton granted, "...all right, title, and interest of the grantor herein in and to all land lying between the premises herein described and mesne low water mark of the waters of Casco Bay, subject to existing rights of others therein." No mention was made of the "wild land" described in his mother's will. Donald Bell conveyed whatever rights he had the land abutting lots 8-25, between the top of the bank and mean low water to Willard and Hamilton. However, neither lot 65 to 66 abutted any of the lots conveyed by Bell to Willard and Hamilton. Therefore, it would appear that the Willard and Hamilton heirs would have no interest in these lots.

Donald Bell died October 13, 1963 in Togus, Maine.²⁰ His wife, Carmaleta H. Bell, survived him. They had no children. Donald Bell was an only child as was his mother, Mildred Bell.²¹ If in fact Bell inherited the rights to lots 65-66 and did not convey them to Hamilton and Willard,

¹⁹ Philip Willard and Munroe Hamilton bought several large tracts of land on Chebeague during the 1950s-1960s. This speculation was motivated by the prospect of a bridge being built between Chebeague and Littlejohns Island.

²⁰ Bell's death certificate verified that he was the son of Mildred and Arthur Bell, born in Portland, June 9, 1908. He was buried in Evergreen Cemetery.

²¹ Mildred Bell was the daughter of Philip A. and Mary A. Seabury Gorman. Mary A. Gorman married Oscar Charleson after the death of Gorman. See footnote #7 of this study for the names of some of Charleson's siblings, nieces, and nephews.

he still owned those rights when he died in 1963. He left no issue and a widow whose whereabouts is unknown.

The following conclusions regarding the ownership of lots 65-66, Map I-2, are made based on extensive research of the subdivision known as Waldo Point located on the south side of Great Chebeague Island.

1. No record has been found that would indicate that Mildred or Donald Bell gave these lots to the Town of Cumberland.
2. Property taxes have not been paid on lots 65-66, Map I-2 for several decades.
3. No record could be found that the Town of Cumberland had taken the legal steps necessary to acquire the property on a tax lien.
4. None of the abutters claim to own the lots, although the MacArthurs mow part of lot 66.
5. The heirs of Munroe Hamilton and Philip Willard do not appear to own the fee in these lots although they do own the fee in the roads in the subdivision.
6. No deeds exist which would indicate that the lots were conveyed out after the death of either Mildred Bell or her son, Donald Bell.
7. Donald Bell was an only child, who left a widow, whereabouts unknown, and no issue.
8. Lots 65-66, Map I-2 would provide the residents of the Town of Cumberland with more than 300 feet of shore frontage, access to Johnson Cove, and upland adequate for a small parking area.
9. The Town of Cumberland should consult with the Town Attorney, take the appropriate steps necessary to acquire this property, survey the lots, develop a small parking lot, and encourage public access.

Part III: Ownership of the Beach and Intertidal Zone of Waldo Point

Freedom of movement is important on an island. Tradition has allowed folks to walk along the shore of Great Chebeague Island and with a few exceptions people have been free to stop, sit on a rock, eat their lunch, and enjoy the splendor of the Maine coast before moving on. As coastal property becomes scarcer and more expensive, people who acquire property abutting the shoreline, frequently disregard the traditional use and the historic rights of their neighbors.

A case has already been made that the Town of Cumberland should acquire the fee in the roads and rights of way to the shore as delineated on the Plan of Waldo Point. In addition, it has been recommended that the Town take the steps necessary to legally acquire lots 65-66, Map I-2. While many people have been granted rights in the shore and the intertidal zone abutting Waldo Point, some individuals may in fact have an interest in the fee to the shore and intertidal zone. The following is an inventory of the property shown on the Plan of Waldo Point abutting the shore listing the Cumberland Assessor's Map number, the owner of record, record of the most recent deed, Waldo Point plan lot numbers and the possible owner of the fee in the beach and intertidal zone.²²

1. Lot 53, Katherine Kelly heirs [CCRD: B4254/P77]²³ shown as Kelly on the plan.
2. Lot 55-56, Johnson Family Trust [CCRD: B11801/P95] by several conveyances; shown as Johnson, no number and lot 5 on the plan; "to the edge of the bank...along the top of the bank". **Possible fee in the beach and intertidal zone – heirs of Donald Bell.**
3. Lot 62, Lucy Griswold Hamilton [CCRD: April 24, 1989, B8729/P234] Lots 3-4; "to Casco Bay...by Casco Bay". **Possible fee in beach and intertidal zone – Lucy Griswold Hamilton.**
4. Lot 64 (Part 1), Phyllis MacArthur [CCRD: B4131/P283] originally Kauffman on plan of Waldo Point; "to an iron stake at the top of the bank...along the top of the bank"; Kauffman granted "...together with any right, title or interest which we may have in and to any lands lying between the top of the bank as shown on said Plan and the waters of Casco Bay"; **Possible fee in the beach and intertidal zone – Heirs of Donald Bell.**
5. Lot 64 (Part 2) Phyllis MacArthur [CCRD: December 30, 1953, B2161/P91] Lot 2. "...to Casco Bay...by said Casco Bay". **Possible fee in the beach and intertidal zone – Phyllis MacArthur.**
6. Lot 63, David and Jane Mudgett [CCRD: March 6, 1980, B4573/P122] Lots 6-7; No description given: **Possible fee in the beach and intertidal zone – Heirs of Donald Bell.**
7. Lot 61, John and Helen Scott [CCRD: B2438/P270] Lots 8-9.²⁴

²² To determine the ownership of the intertidal zone, original deeds must be consulted. John Waite, who owned the east side of Chebeague, and his heirs subdivided that half of Chebeague and conveyed nearly thirty parcels of land from 1804 to 1835. Benjamin Mitchell, great-grand father of Mary A. Seabury Gorman Charleson bought the first lot which was fifty acres and included all of the land shown on the Plan of Waldo Point [CCRD: B44/P323]. Did Waite convey his rights in the intertidal zone to Mitchell? The waterside boundary of the property was described running "by the shore". In *Storer vs. Freeman*, 6 Mass. 435, 437 (Supreme Ju. Ct., County of Cumberland, 1810) a legal precedent was set "that the flats were not conveyed by a deed that described the coastal boundary as "by the shore". [Wagner, Ann, "Cumberland Original Proprietors Shoreline Reservation Study", 1978.] If this decision were still upheld, a case could be made that the rights to the intertidal zone abutting Waldo Point belong to the heirs of John Waite. While that may be the case, this study has attempted to identify others who might have an interest in the intertidal zone if it were proven that the Waite heirs had no rights.

²³ Recheck original deed for shore rights./

8. Lot 57, Virginia Sharpe [CCRD: June 19, 1975, B3700/P52] Lots 11 and 14.²⁵ **Possible fee in the beach and intertidal zone – Heirs of Philip Willard and Munroe Hamilton.**
9. Lot 56, Robert and Sheila Putnam [CCRD: August 31, 1983, B6260/P72]²⁶ Lots 17, 18, and part of 21. **Possible fee in the beach and intertidal zone – Heirs of Philip Willard and Munroe Hamilton.**
10. Lot 60, Patricia Hatler/Howard Coffin [CCRD: December 31, 1992]²⁷ Part of lot 21 and lot shown as Adams. **Possible fee in the beach and intertidal zone – Heirs of Donald Bell.**
11. Lot 49, Gayle Helbig, [CCRD: B4048/P138] and [CCRD: B9202/P170]²⁸ **Possible fee in the beach and intertidal zone – Heirs of Donald Bell.**
12. Lot 48, Laura Jamison [CCRD: January 21, 1993, B10522/P102] Lot shown as Scott.²⁹
13. Lots 47, 47A, Ellen Goodman and Robert Levey [CCRD: B9202/P174], **Possible fee in the beach and intertidal zone – Heirs of Donald Bell.**

If Benjamin Mitchell had the right to convey the land below the bank and the intertidal zone adjacent to the Waldo Point subdivision he and successive generations of his heirs and assigns would have had the right to convey rights in the shore and the intertidal zone, and in certain cases the fee in said shore and intertidal zone. The preceding inventory would indicate that the majority of the rights to the shore and intertidal zone in the Waldo Point subdivision belong to the heirs of Donald Bell, if it is proven that he had any heirs. [Lots 55, 56, 60, 63, 47 and 47A] The rights to lots 53 and 48 which require more research, may also belong to Bell heirs. A case could be made, depending on the construction of the original Mitchell deed, that the owner of lot 62, Lucy Griswold Hamilton, and the owner of lot 64, Phyllis MacArthur may have a claim to the fee in the beach and intertidal zone abutting their respective properties. Donald Bell conveyed the rights in the shore and intertidal zone abutting the lots he sold Philip Willard and Munroe Hamilton to Willard and Hamilton. [Lots 11, 14, 17 and 18.] They did not convey the fee in the beach or intertidal zone when they conveyed the lots, although they did convey rights in common with others to use the intertidal zone. They also conveyed shore rights, "... in common with others" to owners of land locked lots such as John and Helen Scott. The original deeds need to be reviewed before a theory can be put forth regarding the fee in the shore and intertidal zone adjacent to lots shown as Kelly and Scott on the Plan of Waldo Point.

Recommendations regarding the ownership in the fee of the shore and intertidal zone at Waldo Point:

- The Town of Cumberland should acquire the fee in the shore and intertidal zone that may be owned by the heirs of Munroe Hamilton and Philip Willard.

²⁴ Although the Scott's property does not abut the shore, they were granted the "Right to use the shore from high to low water".

²⁵ Deed not in the file when report was being written. This conveyance needs to be rechecked regarding description on the deed.

²⁶ Shore rights described as follows, "In so far as the grantors have the right to convey the same, the right to use in common with others, the shore between high water and low water as said shore bounds the aforesaid tract known as Waldo Point."

²⁷ Original deed needs to be rechecked.

²⁸ Original conveyed by Mildred Bell to Kauffman [B2223/P138] "to top of the bank bordering the salt water sometimes known as Johnsons Cove; thence in an Easterly direction along the top of the bank".

²⁹ Recheck original deed.

- The Town of Cumberland should determine if Donald Bell has any heirs, and if he does, the Town should acquire the fee in the shore that Bell may have owned from said heirs. If it is determined that Bell left no heirs and that no one else has a legal interest in the fee, the Town should take the necessary legal steps to acquire said fee in the shore and the intertidal zone at Waldo Point.

Summary of All Recommendations Regarding Coastal Access in the Waldo Point Subdivision

Section 1: Status of the Roads in the Waldo Point Subdivision

- The Town of Cumberland should retain their rights in the roads shown on the Plan of Waldo Point because these roads provide access to significant shellfish areas, a deep-water anchorage, hauling up places, ancient shell middens, nine homes and several hundred feet of possible Town acquired coastal land .

Part II: The Ownership of I-2, Lots 65 and 66 on Waldo Point

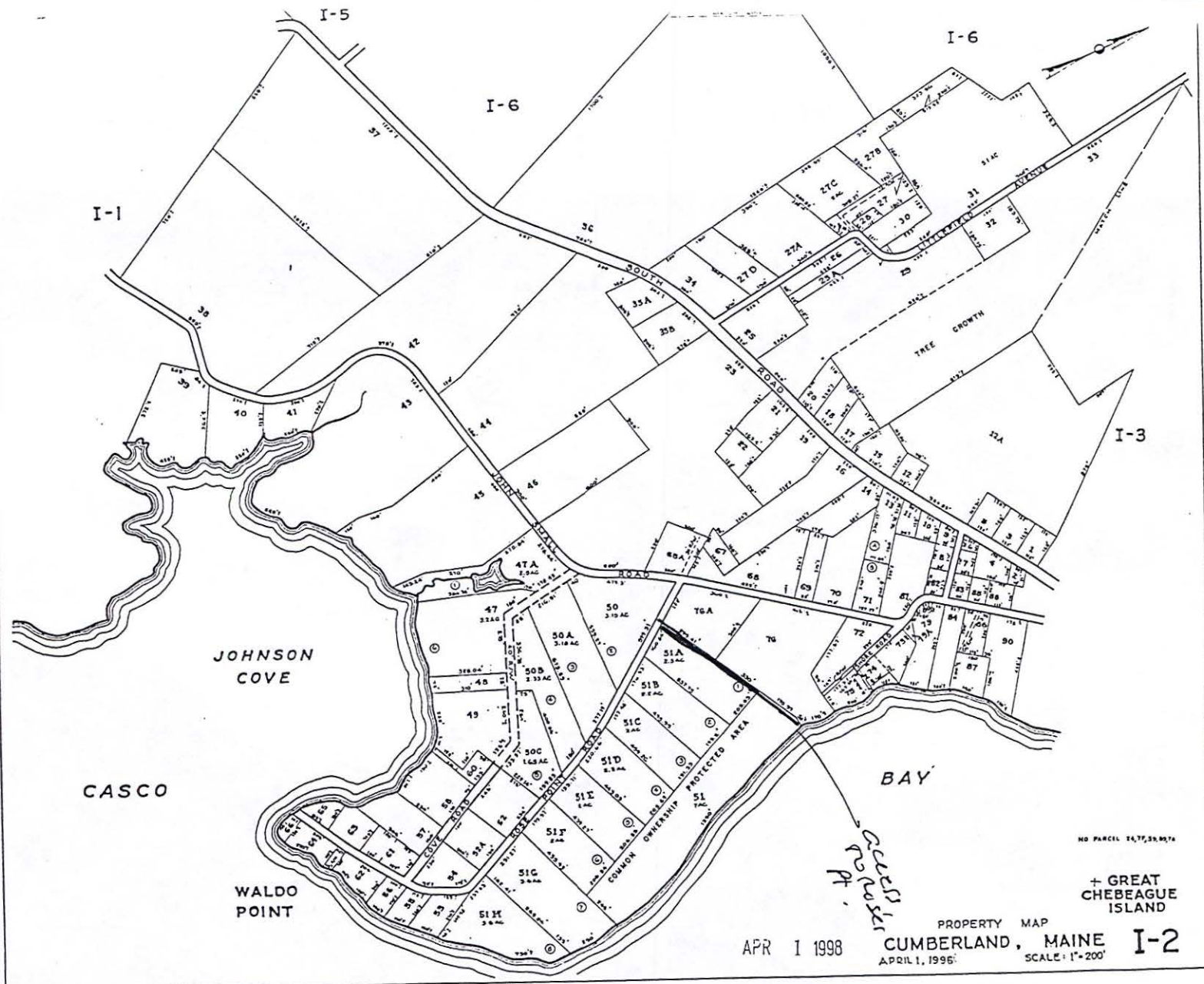
- The Town of Cumberland should consult with the Town Attorney and take the appropriate steps necessary to legally acquire lots 65-66, survey the lots, develop a small parking lot, and encourage public access.

Part III: Recommendations Regarding the Ownership in the Fee of the Shore and Intertidal Zone at Waldo Point:

- The Town of Cumberland should acquire the fee in the shore and intertidal zone that may be owned by the heirs of Munroe Hamilton and Philip Willard.
- The Town of Cumberland should determine if Donald Bell has any heirs, and if he does, the Town should acquire the fee in the shore that Bell may have owned from said heirs. If it is determined that Bell left no heirs and that no one else has a legal interest in the fee, the Town should take the necessary legal steps to acquire said fee in the shore and the intertidal zone at Waldo Point.

Waldo Point: Appendix I

1. Copy of Assessors Map, I-2
2. Copy of Plan of Waldo Point
3. Copy of Photographs of Waldo Point from the air showing lots I-2, 65-66 and some of the roads in the subdivision
4. Photographs Waldo Point taken during Hurricane Bob in 1992





- approximate line of lots 65/66
- photograph is taken at high tide

Waldo Point 1985
Chebeague Island, Me

30

← 65
up land

← 65
down

High Tide, Waldo Point 1985
Chebeague Island, ME

Photos taken during Hurricane Bob^h 1992



I-2
← lot 66

Shore
adjacent
to
lot I-2, 65



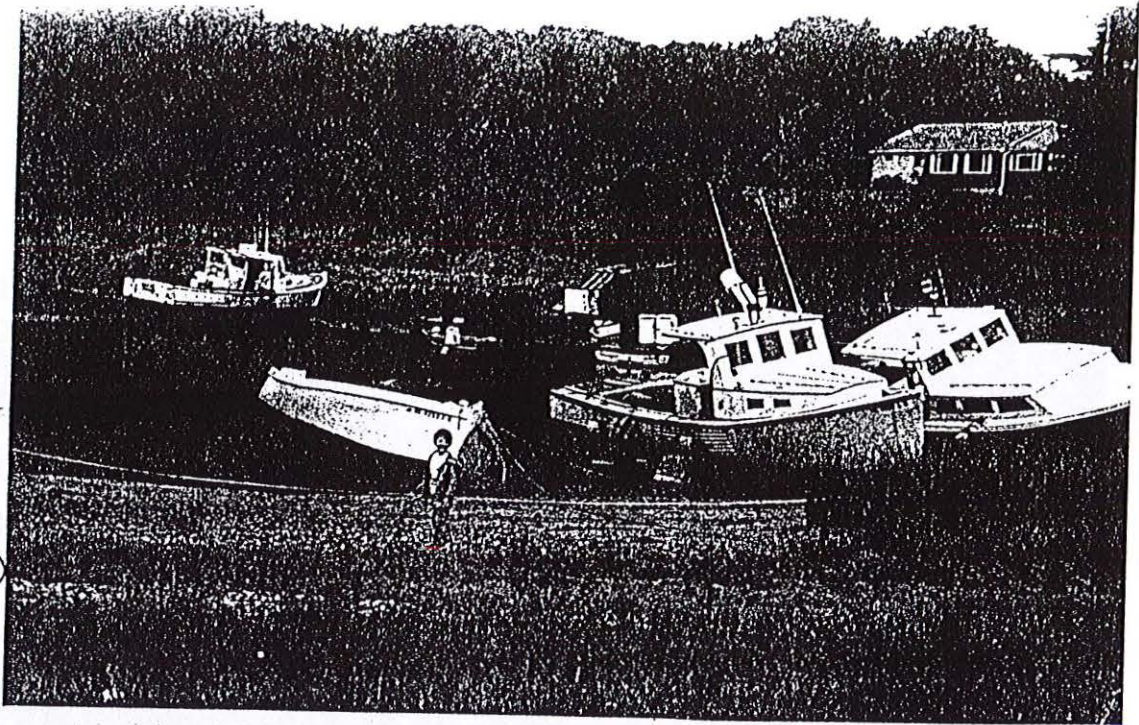
lot 66
→

← lot 65

Tom is
standing in
Shore Rd
between lots
65-66

Shore in
front of
lot 57-
Sharpe
lot 58
putnam

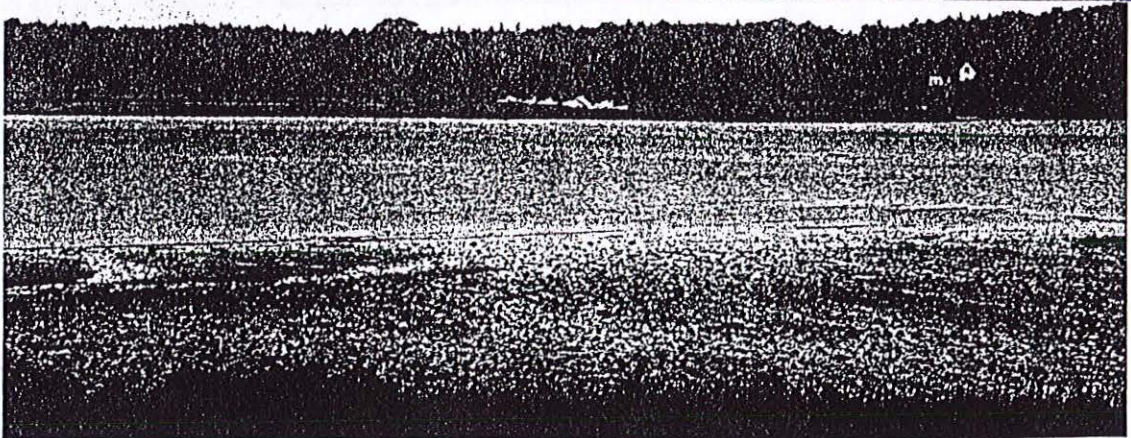
Shore in
front and
to side of
lot 65



←
lot
58

lot
57

Shore in
front of
lot 65



→
lot 65



Shore Rd - Wilds Point Chebeague

Waldo Point: Appendix II

Deeds relating to the Waldo Point Subdivision

1. Historic deeds and those relating to the creation and transfer of the subdivision
2. Deeds relating to the disposition of the Mitchell homestead
3. Resting deeds of subdivision lots

Waldo Point
Historic Deeds and Those Relating to the Creation and Transfer of the Subdivision

Know all Men by these Presents, That

B

561/278

I, Sarah F. Seabury of Cumberland, in the County of Cumberland, and State of Maine, in consideration of Three Dollars paid by Henry S. Dwyer, Oscar Charlsson, and Mary R. Charlsson, all of Portland, in said County and State, the receipt whereof do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Henry S. Dwyer, Oscar Charlsson and Mary R. Charlsson, wife of the said Oscar Charlsson, in their own right, in equal shares, their heirs and assigns forever, a certain lot or parcel of land, situated on Schoedogus Island in said Cumberland, being a part of my homestead farm and taken from the Southeastly end of my field, and separated therefrom by a straight line running from the stone wall on the northwesterly side of said field to the cove at right angles with said wall and at a distance from the shore sufficient to make said lot contain fifteen acres. Said lot being bounded northwesterly by land of R. D. Rose; southeasterly by Leases Bay at high water mark, southerly by the cove at high water mark; northwesterly by land of the grantor. Also a right of way with team from said lot through my field and pasture to the highway. Reserving a right of way with team through said lot from my farm to the shore. Said lot being a part of that acquired by my late father Benjamin Mitchell Jr. and by deed from Abeline Child.

Seabury
To
Dwyer &

in consideration of
Cumberland
the receipt where
heirs and assigns
road leads
in the line
run by the
Native East
in said
Cumberland
Dwyer &

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said heirs and assigns, to their use and behoof forever. And do covenant with the said heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; except the encumbrances above named; that I have good right to sell and convey the same to the said Grantor to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said heirs and assigns forever, against the lawful claims and demands of all persons.

To Have &
heirs and assigns
heirs and assigns
incumbrances;
that
to hold as afore
heirs and assigns

In Witness Whereof, the said Grantor, and William Seabury husband of the said Sarah F. Seabury

In Witne
Sarah and

in testimony of her relinquishment of her right of dower in the above described premises, have hereunto set our hands and seals this twenty-fifth day of September in the year of our Lord one thousand eight hundred and eighty-eight.

in testimony of
hand
one thousand ei
Signed, Seal
in

Signed, Sealed and Delivered in presence of Josiah Chase Sarah F. Seabury William Seabury

State of Maine, CUMBERLAND, ss. September 1888. Personally appeared the above-named Sarah F. Seabury and acknowledged the above instrument to be her free act and deed.

State of
the above-named

Before me, Josiah Chase, Justice of the Peace.

Before me,

Received August 25, 1887, at 4 o'clock P. M., and recorded according to the original.

Received

Attest, Storrs S. Knight Register.

Know all Men by these Presents, That

The William Lloyd, Emily G. Hamilton and John W.
 Lloyd, of Maryland, Lieut. Wm. Barclay and Wm. de
 Schell, of England, all on the County of Carroll and
 in consideration of the sum of ten pounds sterling to be paid by
 the said William Lloyd, of Maryland, in said County
 of Maryland.

the receipt whereof, 100 do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Mary Adelaide Chubberson, her

heirs and assigns forever, all _____ right, title and interest in and to

[illegible]

To Have and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to see the said Thomas Cole his heirs and assigns forever. And two do covenant with the said County his heirs and assigns, that see will warrant and for ever defend the premises to see the said County his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

[illegible][illegible]

.....*None*..... Personally appeared the above named *William Wilson and Benjamin Wilson*.....
.....~~is hereby~~..... and acknowledged the above instrument to be*their* free act and deed.

BEFORE ME, Ben. H. Chambers Justice of the Peace.

RECEIVED December 8 1875, at 3 o'clock 5 m., P. M., and recorded according to the original.

Attest, *A. B. DeMunnich* Register

and Wilson four hundred thirty-eight and seven tenths (438.7) feet from an iron pipe set in the southerly side line of proposed Bishop Street extension; thence South 33° 13' East by said Lewis Lumber Co. land two hundred eighty (280) feet to a stone monument and other land of said City of Portland; thence North 52° 43' West three hundred two and four tenths (302.4) feet by said City of Portland land to a stone monument set in the line of land of said Lewis Lumber Company; thence North 64° 47' East by said Lewis Lumber Co. land two hundred eleven and two tenths (211.2) feet to the point of beginning.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to it the said Central Maine Power Company, its successors and assigns forever.

AND it does covenant with the said grantee, its successors and assigns, that it will Warrant and Forever Defend the premises to it the said grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it, except as aforesaid.

IN WITNESS WHEREOF, the said City of Portland has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John R. Gilmartin, its Treasurer, thereunto duly authorized this 13th day of December in the year of our Lord one thousand nine hundred and fifty-one.

SEALED, SEALED and DELIVERED
in Presence of

Mary K. Rand

CITY OF PORTLAND
CORPORATE SEAL
By John R. Gilmartin
Treasurer

STATE OF MAINE
County of Cumberland ss.

December 13th, 1951

Personally appeared the above named John R. Gilmartin, Treasurer and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said City of Portland.

Before me,

Edwin T. Simmons
Justice of the Peace

Received December 14, 1951 at 3h.26m. P.M. and recorded according to the original.

KNOW ALL MEN BY THESE PRESENTS, That I, Mildred G. Bell of Portland in the County of Cumberland and State of Maine, being a shareholder in the Association hereinafter named, in consideration of Five Hundred Dollars, paid by Federal Loan and Building Association, a corporation organized and existing under the laws of the State of Maine, and having its principal place of business at Portland, in the County of Cumberland and State of Maine, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Federal Loan and Building Association, its successors and assigns forever, the

Bell
to

Federal
Loan & Bldg
Assn
Incorporated

quitclaim
book 2104
page 79

following

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following described real estate:-

A certain tract of land with the buildings thereon, situated on Great Chebeague Island in the Town of Cumberland, said County and State, and bounded and described as follows:

Beginning on the southerly side of the Town Road at the northwesterly corner of the lot of land now or formerly owned by Evangelina Riley; thence by land of said Riley and by a fence on a course of S 17° 51' E One hundred fifty-one and seventy-six hundredths (151.76) feet to a point; thence by land of said Riley and a fence on a course of S 19° 21' E Two hundred thirty-eight (238) feet to a stake; thence by land of said Riley and a fence on a course of N. 76° 54' E Three hundred thirty-four and six tenths (334.6) feet to a stone wall at land now or formerly of one Littlefield; thence by land of said Littlefield and said stone wall on a course of S 4° 16' E Two hundred forty-four and fifty-four hundredths (244.54) feet to an angle in said wall; thence by said wall on a course of S 79° 02' W forty-nine and five tenths (49.5) feet to an angle in said wall; thence by said wall on a course of S 32° 58' E and crossing the Town Road a distance of Four hundred fifty-five and one tenth (455.1) feet to a birch tree; thence by said wall on a course of S 32° 16' E Five hundred fifty-two and fifty-six hundredths (552.56) feet to an angle in said wall; thence by said wall and land formerly of Robert Rose on a course of S 21° 21' E One thousand ninety-seven and four hundredths (1097.04) feet to an iron stake at land formerly of Enoch L. Rose; thence by land formerly of said Rose on a course of S 46° 43' W One hundred fifty-five (155) feet to a post; thence by land formerly of said Rose and by a fence on a course of S 21° 43' E One hundred eighty-five (185) feet, more or less, to high water mark of Casco Bay; thence westerly then northerly and then westerly by high water mark Twenty-eight hundred (2800) feet, more or less, to land now or formerly of Benjamin M. Seabury; thence by land of said Seabury on a course of N 5° 24' E Two hundred (200) feet, more or less, to an angle in said Seabury line; thence by land of said Seabury on a course of N 22° 19' E Two hundred seventy (270) feet to an iron stake; thence by land of said Seabury and by a fence on a course of N 69° 31' W Three hundred sixty-nine and seventy-eight hundredths (369.78) feet to an iron stake at a stone wall at land now or formerly of John F. Small; thence by land of said Small and parties unknown and by said stone wall and a fence and crossing said Town Road on a course of N 4° 51' W Twelve hundred seventy-eight and fifteen hundredths (1278.15) feet to a fence on the southerly side of the Town Road first above mentioned; thence by said fence along said southerly side of said Town Road on a course of N 70° 52' E Two hundred forty-three and ninety-nine hundredths (243.99) feet to a birch tree; thence on a course of N 65° 30' E nineteen and sixty-six hundredths (19.66) feet to a post; thence by a fence on a course of N 74° 20' E One hundred fifty-four and seventy-one hundredths (154.71) feet to the point of beginning.

Excepting however from the above described premises the location of the Town Road forty-nine (49) feet in width extending Easterly and Westerly through said land and the location

Full payment and satisfaction of this mortgage is hereby acknowledged and the same is hereby cancelled and discharged.

FEDERAL LOAN & BUILDING ASSOCIATION

By *[Signature]*

OCT 7 1953

of a Town Road extending from said above mentioned road in a southerly direction along the easterly property line of the premises above described to land now or formerly of Enoch L. Rose, also excepting a small lot of land adjoining the southerly side of the Town Road first mentioned in the above description owned by parties unknown. Also excepting lots numbered Forty-one (41) and Forty-two (42) as shown on a plan of land of property made for Mrs. Oscar Charleson by Mr. Skillings of Yarmouth as conveyed by Mary A. and Oscar Charleson to Herman W. Smart on September 12, 1913, recorded in Cumberland County Registry of Deeds in Book 922, Page 479, and also subject to the roads as shown on said plan. Said above described premises are subject to whatever rights of way have been conveyed by Mary A. Charleson over said premises to the Town Road and the seashore. Also excepting lots numbered Eighty-eight (88) and Eighty-nine (89) as conveyed by Mary A. Charleson to Will W. Johnson by deed recorded in said Registry of Deeds in Book 1333 at Page 444.

The above described premises are the same formerly owned by my mother, Mary A. Charleson and by her devised to me the same as recorded in said Registry of Deeds in Book 1306 at Page 297.

Excepting and reserving, however, from the above described premises so much thereof as was conveyed by this Grantor to Philip A. Seabury by two deeds, one dated October 13, 1944 and recorded in said Registry of Deeds in Book 1762 at Page 57, and the other dated October 29, 1945 and recorded in said Registry in Book 1796 at Page 382, and to Eric P. Kelly by deed recorded in said Registry in Book 1831 at Page 117. Also excepting and reserving from the above described premises so much thereof as was conveyed by this Grantor to Eric P. Kelly et al by deed recorded in said Registry in Book 1973 at Page 246; to Esther Scott by deed recorded in said Registry in Book 1976 at Page 432; to Frances B. Kauffman et al by deed recorded in said Registry in Book 1985 at Page 328; to Will W. Johnson by deed recorded in said Registry in Book 2011 at Page 33.

Together with all heating furnaces and boilers, oil burners and attachments thereto, heaters, water tanks, mantels, gas and electric light fixtures, screens, storm doors and windows, screen doors, window shades, awnings and all other fixtures of whatever kind or nature at present contained in said buildings and hereinafter placed therein prior to the full payment and discharge of this mortgage, which are hereby agreed to be a part of the mortgaged real estate.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Federal Loan and Building Association, its successors and assigns, to their use and behoof forever. And I do covenant with the said Federal Loan and Building Association, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that --- have good right to sell and convey the same to the said Federal Loan and Building Association to hold as aforesaid; and that I and my

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heirs shall and will Warrant and forever Defend the same to the said Federal Loan and Building Association, its successors and assigns, against the lawful claims and demands of all persons.

AND I further covenant and agree with said Association that I will not suffer or commit any strip or waste of the above granted premises, and will promptly pay, when due, all taxes legally assessed upon the said premises, and all liens upon the same, and will keep the buildings repaired to the satisfaction of said Association, and keep them insured in such insurance company as said Association may approve, for the benefit and security of the said Association, its successors and assigns, for at least the amount of the note secured hereby, during the existence of the lien hereby created, the insurance policy to be deposited at the office of said Association; and I further covenant and agree with said Association that in the event of a breach of any of the above covenants, the whole of the moneys, principal and interest, hereby secured shall at the election of said Association become immediately due and payable; and in case of refusal or neglect to insure said premises, or to pay such taxes, or to pay and discharge all liens upon the same, the said Association, its successors and assigns, may procure and pay for such insurance and may pay such taxes or liens, and all moneys so paid and all expenses lawfully incurred by said Association in foreclosing said mortgage, including a reasonable sum as attorney's fees, and in the event of said Association taking possession of said premises, all sums expended for water rates and improvements or repairs necessary to put and keep said premises in a tenantable condition, in excess of the income, if any, received from said premises, with interest on such sum so paid at two per cent per month, shall become so much additional indebtedness against said Mildred G. Bell and shall be secured by this mortgage.

Provided, Nevertheless, that if the said Mildred G. Bell, her heirs, executors or administrators, shall well and truly pay to the said Association, its successors or assigns, the sum of Five Hundred Dollars in or within 30 months from this date, with interest thereon at the rate of five per cent per annum; interest and principal payable in monthly installments of Seventeen and 77/100 Dollars on the First Thursday of each and every month hereafter, which payment shall be applied as follows:-(1) to the interest on the unpaid balance of the debt, said interest to be computed monthly in advance on unpaid balance due on principal; (2) the remainder to the unpaid principal of the debt, until the same is paid in full, with the right to make such additional payments on account of principal as said Association may permit. In addition to said monthly payments, I promise to pay an additional amount of two percent each month on monthly payments not made on time as fixed by the rules, regulations or by-laws of said Association, as provided, in promissory note of even date; and shall also repay on demand all sums said Association may have paid for taxes, assessments, insurance, discharge of liens, and necessary improvements or repairs on the above described property, and all expenses, if any, including reasonable attorney's fees incurred in foreclosing this mortgage, and shall well and

truly keep all covenants herein contained, then this obligation, as also one certain promissory note, bearing even date with these presents, signed by the said Mildred G. Bell, promising to pay to the said Federal Loan and Building Association, the said sums, at the times and in the manner aforesaid shall both become null and void; otherwise shall remain in full force and effect.

However, in case (1) of default for the space of three-months in the payment of the note hereinbefore described, according to the exact terms thereof, or in case (2) the owner of the premises herein described shall fail to be and remain a shareholder in said Association, or in case (3) of a breach of any other of the covenants herein contained, the said Association having declared the whole of the moneys, principal and interest, hereby secured, due and payable, this mortgage may be foreclosed by any of the methods provided by law.

IN WITNESS WHEREOF, I, the said Mildred G. Bell and Arthur W. Bell, husband of the said Mildred G. Bell, joining in this deed as Grantor and relinquishing and conveying all my rights by descent, or otherwise, in the above described premises, have hereunto set our hands and seals this fourteenth day of December in the year of our Lord one thousand nine hundred and fifty-one.

SIGNED, SEALED AND DELIVERED
in Presence of

Edith C. Keith

Mildred G. Bell

Seal

to both

Arthur W. Bell

Seal

State of Maine,

Cumberland, ss.

Portland, December 14th, 1951.

Personally appeared the above named Mildred G. Bell and acknowledged the above instrument to be her free act and deed.

Before me,

Edith C. Keith,
Justice of the Peace

Received December 14, 1951 at 3h.50m. P.M. and recorded according to the original.

WESTBROOK, MAINE
ROUTE # 302

LEASE

Abstracted on Nov. 23, 1951
Form G-77--12.48 12M
By F.V.S.

AGREEMENT dated the 20th day of April, 1951, by and between Edward T. Pulsifer and wife, Frances M. Pulsifer, 170A Brackett Street, Portland, Maine (lessor) and The Texas Company, a Delaware corporation, having a place of business at 135 East 42nd St., New York City, New York (lessee).

(1) Promises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Westbrook, County of Cumberland, State of Maine, described as follows:

a certain lot or parcel of land situated in the City of Westbrook, County of Cumberland,

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Know All Men by These Presents.

That I, Donald W. Bell, of Portland in the County of Cumberland and State of Maine

Bell
to
Willard
&
War

in consideration of One dollar and other valuable considerations

paid by Philip G. Willard of South Portland in said County and State, and Munroe H. Hamilton of Lexington in the County of Middlesex and Commonwealth of Massachusetts

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Philip G. Willard and Munroe H. Hamilton, their

heirs and assigns forever, ~~the following described real estate located on Great Chebeague Island in the Town of Cumberland, County of Cumberland and State of Maine, namely:~~

Eighteen (18) lots of land, being lots numbered Eight (8) to Twenty-five (25), inclusive, as shown on Plan of Waldo Point, said plan being recorded in Cumberland County Registry of Deeds in Plan Book 35, Page 70.

*Waldo Point
between
J. G. Smith and
S. Ford*

Also a second parcel of land bounded as follows: Commencing at a stone monument on the western side of the town road marking the northern line of the land bought by Philip A. Seabury from Mildred G. Bell in 1945 and proceeding in a northwesterly direction a distance of six hundred (600) feet to a point; thence in a southwesterly direction by said Seabury land, a distance of three hundred (300) feet to the property line of one Ross; thence in a northwesterly direction along the line of the Ross property a distance of six hundred and seventy-eight (678) feet, more or less, to the town road; thence in a northerly direction along the town road a distance of three hundred ninety-eight (398) feet, more or less, to the boundary line of the land once owned by Evangelina Riley; thence in a southeasterly direction along the boundary of the Riley land, the compass course being S 17° 51' E, a distance of one hundred and fifty-one and seventy-six hundredths (151.76) feet and thence on a compass course of S 19° 21' E a distance of two hundred and thirty-eight (238) feet to a point; thence along the boundary line of the Riley land the compass course being N 76° 54' E, a distance of three hundred thirty-four and six tenths (334.6) feet to a stone wall marking the land once owned by one Littlefield; thence along the stone wall, the compass course being S 4° 16' E, a distance of two hundred forty-four and fifty-four hundredths (244.54) feet to a point; thence in a southwesterly direction a distance of forty-nine and five tenths (49.5) feet to a point; thence in an easterly direction, the compass course being S 32° 58' E, a distance of two hundred (200) feet, more or less, to the town road; thence in a southwesterly direction along the town road a distance of eight hundred (800) feet, more or less, to the point of beginning, containing some fifteen (15) acres, more or less. The above compass directions are magnetic as of the year 1928.

For title of the Grantor herein, reference is made to Probate proceedings of the estate of Mildred G. Bell those estate was duly administered in the Probate Court for said Cumberland County.

This conveyance is made subject to real estate taxes of the Town of Cumberland for the tax year 1958.

Also hereby conveying to the Grantees, their heirs and assigns, the fee in all roads or streets as shown on the aforementioned plan, in so far as the Grantor herein has the right to convey the same and subject to the rights of others in common therein.

Also conveying to the Grantees, their heirs and assigns, all right, title and interest of the Grantor herein in and to all land lying between the premises herein described and mesne low water mark of the waters of Casco Bay, subject to existing rights of others therein.



To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Philip G. Willard and Munroe H. Hamilton, their

heirs and assigns, to them and their use and behoof forever.

And I do covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; except as aforesaid.

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantee s, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Donald W. Bell

and Carmaleta H. Bell

wife of the said Donald W. Bell

joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-fourth day of July in the year of our Lord one thousand nine hundred and fifty-eight.

Signed, Sealed and Delivered
in presence of

Theodore R. Brownlee
Theodore R. Brownlee

Donald W. Bell
Carmaleta H. Bell

460

(To be recorded in Registry of Deeds)

TAX COLLECTOR'S LIEN CERTIFICATE (Revised Statutes of Maine for 1964, Chap. 91A, Secs. 88 and 89, as amended)

NOTE: This certificate must be recorded in the Registry of Deeds of the county or registry district where said real estate is situated. After the expiration of eight months and within one year after the date of commitment of the tax, the collecting officer serves or mails a ten day written notice (Form No. T112) and after the expiration of that ten day notice and within ten days after said expiration, Collector records this certificate in said registry.

State of Maine

I, Herbert S. Foster, Tax Collector of the Municipality of Cumberland, in the County of Cumberland, said taxes having been duly and legally committed to me for collection on the 17th day of July, 1961, hereby certify that a tax of Forty-one dollars and sixty cents, duly and legally assessed to real estate in said Municipality, and assessed against Philip G. Willard & Monroe H. Hamilton of 102 Exchange St., Portland, Me., as owner—taxpayer and possessor thereof, said real estate being bounded and described as follows:

Land only at Chebague Island, Maine;
15 lots of land as recorded in Book 2421, Page 177.
also land; bounded on north by land of A. Riley, (now town);
east by a highway; south by lands of Ralph Small and P.A.S.bury;
west by land of town and a highway.

Willard
&

to

Cumberland
Town of

Lien

Quitclaim
Book 3015
Page 462Quitclaim
Book 3694
Page 137

together with interest of two dollars and thirty cents, which has been added to and become a part of said tax, and also one dollar to this officer for making the demand, a total of forty-four dollars and thirty cents, remains unpaid; that a lien is claimed on said real estate, above described, to secure the payment of the said tax; that a demand for payment of said tax has been made of the said Philip G. Willard and copy to executor-administrator-heir-devisee of the said Monroe H. Hamilton by my sending at his last and usual place of abode at 102 Exchange St., Portland, by my sending by registered mail to his last known place of abode at 66 Robbins St., Lexington, Mass. on the 22nd day of June, 1961, a notice in writing signed by me stating the amount of said tax, describing the real estate on which said tax is assessed, alleging that a lien is claimed on said real estate to secure the payment of said tax, and demanding payment of said tax and costs within 10 days after mailing of said notice, in accordance with the provisions of Chapter 91A, Sections 88 and 89, of the Revised Statutes of Maine for 1964, as amended.

Additional Costs:
 Filing, Recording and
 Discharging Lien, \$3.00
 Registered Mail, true
 copies, \$1.24

Total \$4.24

Municipality of Cumberland

STATE OF MAINE

Cumberland, Me.

Then personally appeared the above subscribed Herbert S. Foster, Tax Collector, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

John A. Mitchell
 Justice of the Peace.
 Notary Public.

JUL 11 1962

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 9 H - N.A., W., and recorded inBOOK 2685 PAGE 460 Lucas R. Tyler Registrar

* Strike out "tenant in possession" where assessed to "owner" and vice versa.

** If an owner or tenant in possession of real estate to whom said real estate is taxed shall die before such demand is made on him, such demand may be made upon the executor or administrator of his estate or upon any of his heirs or devisees. R. S., Chap. 91A, Sec. 88, as amended.

† If Municipality did not vote interest, strike out text between brackets. R. S., Chapter 91A, Section 87, as amended.

‡ Where served, strike out (mailing) and vice versa.

NOTE: When the undivided real estate of a deceased person has been assessed to his heirs or devisees without designating any of them by name, it will be sufficient to record in said registry this certificate in the name of the heirs or the devisees of said decedent without designating them by name, BUT THE HEIRS OR DEVISEES MUST FIRST HAVE NOTICE IN HAND, AT ABODE OR BY MAIL.

SUGGESTION TO COLLECTOR: Make written record of time of service of Tax Collector's Notice No. T111, and of recording No. T112 in Registry of Deeds, and of filing No. T112 with Municipality Treasurer, and of mailing No. T112A by registered mail to Mortgage Holders and of mailing No. T112B by registered mail to each unassessed Record Owner. If copies are made and books noted on each copy, you will have useful record of compliance with the Statute.

Plus Two Line, No. T112.
 Maine Printing House, Portland, Me.

11100
Know all Men by these Presents, That

137

The Inhabitants of the Town of Cumberland
a body corporate, located at Cumberland
in the County of Cumberland and State of Maine,
in consideration of one dollar and other valuable considerations
paid by Philip C. Willard and Munroe H. Hamilton

of Portland, Maine
the receipt whereof it does hereby acknowledge, does hereby remise,
release, bargain, sell and convey, and forever quit-claim unto the said

Philip C. Willard and Munroe H. Hamilton

Heirs and Assigns forever, all its right, title and interest in
and to the following described real estate situated at
Chebeague Island, Cumberland in the County of Cumberland
and State of Maine and more particularly described as

Land only on Chebeague Island as recorded at the Cumberland
County Registry of Deeds in Book 2421, Page 177.

Meaning to convey any interest the Town of Cumberland May hold
by virtue of Tax Liens for the years 1961 and 1962 as recorded
in Book 2685, Page 450 and Book 2754, Page 195.

at

(To be recorded in Registry of Deeds)

TAX COLLECTOR'S LIEN CERTIFICATE (Revised Statutes of Maine for 1964, Chap. 91A, Sec. 88 and 89, as amended)

NOTE: This certificate must be recorded in the Registry of Deeds of the county or registry district where said real estate is situated. After the expiration of eight months and within one year after the date of commitment of the tax, the registering officer serves or mails a first day notice (Form No. T112) and after the expiration of that first day notice and within one day after said expiration, Collector records this certificate in said registry.

State of Maine

I, Herbert S. Foster, Tax Collector of the Municipality of Cumberland, in the County of Cumberland, said taxes having been duly and legally committed to me for collection on the 15th day of August, 1962, hereby certify that a tax of Forty Three dollars and 68 cents, duly and legally assessed to real estate in said Municipality, and assessed against Phillip G. Willard and Eunice H. Hamilton of Portland, Maine, as owner—tenant in possession thereof, said real estate being bounded and described as follows:

Land at Chebeague Island, Maine, as shown on Assessor's Property Map, 1-2, parcels 23 and 52.

together with interest of 140 dollars and 42 cents, which has been added to and become a part of said tax, and also one dollar to this officer for making the demand, a total of Forty Six dollars and 10 cents, remains unpaid; that a lien is claimed on said real estate, above described, to secure the payment of the said tax; that a demand for payment of said tax has been made of the said Phillip G. Willard & Eunice Hamilton to Phillip G. Willard, executor—administrator—heir—devisee of the said Phillip G. Willard, by me by my giving to him in hand, by my leaving at his last and usual place of abode at 415 Congress St., Portland, Maine, by my sending by registered mail to his last known place of abode at 415 Congress St., Portland, Maine on the 25th day of May, 1963, a notice in writing signed by me stating the amount of said tax, describing the real estate on which said tax is assessed, alleging that a lien is claimed on said real estate to secure the payment of said tax, and demanding payment of said tax and costs within 10 days after the service—mailing of said notice, in accordance with the provisions of Chapter 91A, Sections 88 and 89, of the Revised Statutes of Maine for 1954, as amended.

Additional Costs:
Filing, Recording and
Discharging Lien, \$3.00
Registered Mail, true
copies, \$....
Total \$....

Municipality of Cumberland

STATE OF MAINE

Cumberland, ME.June19 63

Then personally appeared the above subscribed Herbert S. Foster, Tax Collector, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me

Robert O. Peterson
Justice of the Peace
Notary Public.

JUN 12 1963

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 12H 55M P.M., and recorded inBOOK 2754 PAGE 195 Small R. T. Foster Register

* Strike out "tenant in possession" where assessed to "owner" and vice versa.

** If an owner or tenant in possession of real estate to whom said real estate is taxed shall die before such demand is made on him, such demand may be made upon the executor or administrator of his estate or upon any of his heirs or devisees. R. S. Chap. 91A, Sec. 88, as amended.

† If Municipality did not vote interest, strike out text between daggers, R. S. Chapter 91A, Section 47, as amended.

‡ Where served, strike out (mailing) and vice versa.

NOTE: When the undivided real estate of a deceased person has been assessed to his heirs or devisees without designating any of them by name, it will be sufficient to record in said registry this certificate in the name of the heirs or the devisees of said decedent without designating them by name, BUT THE HEIRS OR DEVISEES MUST FIRST HAVE NOTICE IN HAND, BY ADMON OR BY MAIL.

STATIONERY TO COLLECTOR: Make written record of time of service of Tax Collector's Notice No. T112, and of recording No. T113 in Registry of Deeds, and of filing No. T114 with Municipality Treasurer, and of mailing No. T115 by registered mail to Mortgage Holders and of mailing No. T116 by registered mail to each unassessed Record Owner. If copies are made and facts noted on each copy, you will have useful record of compliance with the Statutes.



Plus Tree Line, No. T113.
Maine Printing House, Portland, Me.

Willard
&

to

Cumb Town
of

Lien

Quitclaim

Book 3015

Page 462

Quitclaim

Book 3294

Page 137

1336
third parcel of land described in a Warranty Deed given by
said Mildred C. Bell to these Grantors dated April 7, 1955
and recorded in said Registry of Deeds in Book 2223, Page 138.

We have and to hold the aforegranted and bargained premises,
with all privileges and appurtenances thereof to the said
Gayle K. Helbig, her

Heirs and Assigns, to her and their use and behoof
forever.

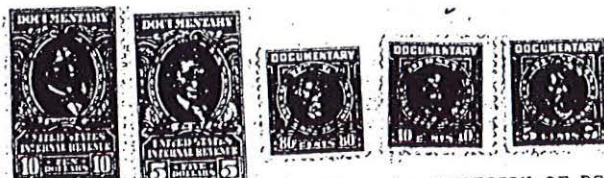
And we do covenant with the said Grantee, her Heirs
and Assigns, that we are lawfully seized in fee of the premises;
that they are free of all incumbrances;

that we have good right to sell and convey the same to the said
Grantee to hold as aforesaid; and that we and our Heirs, shall
and will warrant and defend the same to the said Grantee, her

Heirs and Assigns forever, against the lawful claims and demands
of all persons.

Waldo Point
Deeds relating to the Disposition of the Mitchell Homestead

2138
B 2223



STATE OF MAINE CUMBERLAND, ss REGISTRY OF DEEDS APR 7 1955
Received at *3 HAD* M and recorded in Book 2223 Page 136
Attest *Robert A. Giam* Register

Know All Men by These Presents,

Bell
to
Kauffman
&

War

That I, Mildred S. Bell, a/k/a Mildred G. Bell, of Portland, County of Cumberland and State of Maine in consideration of one dollar and other valuable considerations paid by G. Francis Kauffman and Frances B. Kauffman, both of Fenwood, County of Union and State of New Jersey the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said G. Francis Kauffman and Francis B. Kauffman, as joint tenants and not as tenants in common, their heirs and assigns and to the survivor of them, and the heirs and assigns of the survivor of them forever,

~~heirs and assigns forever, a certain lot or parcel of land~~

A certain lot or parcel of land, with the building thereon, situated on Great Chebeague Island, in the Town of Cumberland, County of Cumberland and State of Maine, and being more particularly described as follows: Beginning at the Northwesterly corner of land now or formerly owned by one Esther Scott and being the same premises conveyed to said Scott by this Grantor by deed dated November 4, 1949 and recorded in the Cumberland County Registry of Deeds in Book 1976, Page 433, where said land joins the forty (40) foot right of way as shown on the "Plan of Waldo Point" recorded in said Registry in Plan Book 35, Page 70; thence running along the boundary of said Scott land in a Southerly direction a distance of three hundred and ten (310) feet, more or less, to the top of the bank bordering the tide water sometimes known as Johnson's Cove; thence turning at approximately right angles in a Northwesterly direction in an irregular line along the top of the bank a distance of seven hundred (700) feet, more or less, to the land now or formerly owned by one Philip A. Seabury and marked by a stone monument; thence in a Northerly direction at right angles in an irregular line along the land of said Seabury as marked by stone monuments a distance of seven hundred (700) feet, more or less, to the Town road; thence at a right angle in a Northerly direction along the town road a distance of two hundred ninety (290) feet, more or less, to the Southerly boundary of the forty (40) foot right of way before mentioned; thence turning at an approximate right angle in an easterly direction along the Southerly boundary of said right-of-way, which makes a left turn of approximately forty-five (45) degrees about midway to said Scott land and the distance of this line is five hundred and fifty (550) feet, more or less, to the point of beginning.

Also, a certain lot or parcel of land situated on said Great Chebeague Island, and being bounded and described as follows: Beginning at the Northwesterly boundary of Lot No. 24 as shown on said plan and running in a Northwesterly direction along the forty (40) foot right-of-way a distance of one thousand (1,000) feet, more or less, to the Town Road; thence at a right angle in a Northerly direction along the Easterly boundary of the Town Road a distance of five hundred (500) feet, more or less, to the intersection of another Town road; thence at a right angle along said road in an Easterly direction a distance of twelve hundred (1,200) feet, more or less, to the westerly boundary of Lot No. 25 as shown on said plan; thence at right angles along the Westerly boundary of Lots. Nos. 24 and 25 on said plan in a Southerly direction a distance of two hundred and thirty (230) feet, more or less, to the point of beginning.

Also, a certain lot or parcel of land situated on said Great Chebeague Island, and being bounded and described as follows: Beginning at the Northwesterly corner of the intersection of the land marked "ADAMS" on said plan and said forty (40) foot right-of-way as shown on said plan and running in a Westerly direction along said right-of-way a distance of three hundred and forty (340) feet, more or less, to land, now or formerly, of one Esther Scott; thence at a right angle in a Southerly direction along the Easterly boundary of said Scott land, a distance of three hundred and ten (310) feet, more or less, to the top of the bank bordering the salt water sometimes known as Johnson's Cove; thence in an Easterly direction along the top of the bank a distance of two hundred and eighty-five (285) feet, more or

To Kelly
1355

13130
p. 2223

less, to the Easterly boundary of Lot No. 26 on said plan; thence at a right angle in a Northerly direction along the Westerly boundary of Lot. No. 21 a distance of one hundred and twenty (120) feet, more or less, to the "ADAMS" land, so-called; thence at a right angle along the Southerly boundary of the "ADAMS" land in a Westerly direction a distance of one hundred and ten (110) feet, more or less; thence at right angles along the Westerly line of said "ADAMS" land in a Northerly direction a distance of ninety (90) feet to the point of beginning.

This conveyance is made subject to such rights of way and easements as may exist over the above described parcels of land.

Meaning and intending to convey and hereby conveying a portion of the premises devised to this Grantor under the terms of the Last Will and Testament of Mary A. Charleson; an abstract being duly recorded in said Registry in Book 1306, Page 297.

The Grantees agree to assume and pay the taxes for the year 1955.



Do have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said G. Francis Kauffman and Frances E. Kauffman, as joint tenants, and not as tenants in common, their heirs and assigns and to the survivor of them, and the heirs and assigns, of the survivor of them forever.

And I do covenant with the said Grantee ^{as joint tenants} s/ their heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee s to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantees, her heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Mildred G. Bell, being a widow

do hereby certify that the within and foregoing premises, together with the rights and appurtenances thereto in anywise in anywise, have hereunto set my hand and seal this seventh day of April in the year of our Lord one thousand nine hundred and fifty-five

Signed, Sealed and Delivered in presence of

Donald H. Bell Mildred G. Bell

3rd parcel to
in

Bell to Kauffman 2223/138

4048 335

16656

Know All Men by these Presents,

That We, G. FRANCIS KAUFFMAN and FRANCES B. KAUFFMAN of
Cumberland, County of Cumberland, State of Maine,

in consideration of one dollar and other valuable considerations,

paid by GAYLE K. HELBIG, of Scotch Plains, County of Union,
State of New Jersey,

and whose mailing address is 340 Cedar Grove Terrace, Scotch
Plains, New Jersey, 07076,

the receipt whereof we do hereby acknowledge, do hereby give, grant,
bargain, sell and convey, unto the said Gayle K. Helbig, her

Heirs and Assigns forever,

the following described property:

A certain lot or parcel of land situated on Great Chebeague Island, in the Town of Cumberland, County of Cumberland, State of Maine, delineated on "Plan of Waldo Point owned by Mildred G. Bell", recorded in the Cumberland County Registry of Deeds on February 7, 1950 in Plan Book 35, Page 70, and being more particularly bounded and described as follows:

Beginning on the Southwesterly side of a 40-foot Right of Way shown on said plan at the most Northerly corner of a lot marked "Adams" on said plan; thence Northerly and Northwesterly along the Southwesterly side of said Right of Way a distance of three hundred forty (340) feet, more or less, to land conveyed by said Mildred G. Bell to Esther Scott by Warranty Deed dated November 4, 1949 and recorded in said Registry of Deeds in Book 1976, Page 432; thence Southwesterly along the Southeasterly sideline of said Scott land a distance of three hundred ten (310) feet, more or less, to the top of the bank bordering the salt water sometimes known as Johnson's Cove; thence Southeasterly along the top of the bank a distance of two hundred eighty-five (285) feet, more or less, to the most Westerly corner of Lot No. 21 as shown on said plan; thence Northeasterly along the Northwesterly sideline of said Lot No. 21 and along the Southeasterly sideline of Lot No. 26 as shown on said plan a distance of two hundred ten (210) feet, more or less, to the most Southerly corner of said "Adams" land; thence Northwesterly along the Southwesterly sideline of said "Adams" land and along the Northeasterly sideline of said Lot No. 26 a distance of one hundred ten (110) feet, more or less, to the most Westerly corner of said "Adams" land; thence North-easterly along the Northwesterly sideline of said "Adams" land a distance of ninety (90) feet to the Southwesterly sideline of said 40-foot Right of Way at the point of beginning, together with all of the Grantors' right, title and interest, if any, in and to any lands lying between the Southwesterly boundary of the above described premises and the waters of Casco Bay.

Meaning and intending to convey and hereby conveying the

(DEED)

QUIT CLAIM RELEASE

WE, PHYLLIS K. MacARTHUR, being a widow, of 212 Lamington Road, Somerville, New Jersey, KIRK D. KAUFFMAN of 20 Clawson Avenue, RD #1, Neshanic Station, New Jersey, JOAN K. CROSBY, being unmarried, of RD #3, Box 3922, Church Lane Hill, Reading, Pennsylvania, and GAYLE K. HELBIG, being a widow, of 340 Cedar Grove Terrace, Scotch Plains, New Jersey,

For consideration paid, RELEASE to:

KEITH F. KAUFFMAN of Geiger Hill Road, RD #1, Box 468, Upper Black Eddy, Pennsylvania,

Land on Great Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land with any improvements thereon situated on the westerly side of a certain forty (40) foot right-of-way described on Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70 being Lot #1 as shown on plan entitled Standard Boundary Survey, John Small Road & Rose Point Road, Great Chebeague Island, Cumberland, Maine for G. Francis Kauffman prepared by Owen Haskell, Inc. dated February 24, 1989 and recorded in said Registry of Deeds in Plan Book 184, Page 7.

Being a portion of the premises conveyed to grantors and grantee herein by deed from Phyllis K. MacArthur, conservator of the Estate of George Francis Kauffman dated May 10, 1989 and recorded in said Registry of Deeds in Book 8794, Page 317.

Also conveying such rights as have been established in said forty (40) foot right-of-way including access and utilities in common with others.

The herein transfer is not deemed to be a lot for municipal or state subdivision purposes, as said transfer involves a gift from grantors herein to a blood relative, namely, their brother.

DORIS KAUFFMAN, wife of KIRK D. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

WITNESS our hands this 21st day of May, 1990.

Phyllis K. MacArthur
Phyllis K. MacArthur

Kirk D. Kauffman
Kirk D. Kauffman

024744

BK9202PG0164

(DEED)

QUIT CLAIM RELEASE

WE, KEITH F. KAUFFMAN of Geiger Hill Road, RD #1, Box 468, Upper Black Eddy, Pennsylvania, KIRK D. KAUFFMAN of 20 Clawson Avenue, RD #1, Neshanic Station, New Jersey, JOAN K. CROSBY, being unmarried, of RD #3, Box 3922, Church Lane Hill, Reading, Pennsylvania, and GAYLE K. HELBIG, being a widow, of 340 Cedar Grove Terrace, Scotch Plains, New Jersey,

For consideration paid, RELEASE to:

PHYLLIS K. MacARTHUR of 212 Lamington Road, Somerville, New Jersey,

Land on Great Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land with any improvements thereon situated on the easterly side of a certain forty (40) foot right-of-way described on Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70 being Lot #2 as shown on plan entitled Standard Boundary Survey, John Small Road & Rose Point Road, Great Chebeague Island, Cumberland, Maine for G. Francis Kauffman prepared by Owen Haskell, Inc. dated February 24, 1989 and recorded in said Registry of Deeds in Plan Book 184, Page 7.

Being a portion of the premises conveyed to grantors and grantee herein by deed from Phyllis K. MacArthur, conservator of the Estate of George Francis Kauffman dated May 10, 1989 and recorded in said Registry of Deeds in Book 8794, Page 317.

Also conveying such rights as have been established in said forty (40) foot right-of-way including access and utilities in common with others.

The herein transfer is not deemed to be a lot for municipal or state subdivision purposes, as said transfer involves a gift from grantors herein to a blood relative, namely, their sister.

FRANCES KAUFFMAN, wife of KEITH F. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

DORIS KAUFFMAN, wife of KIRK D. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

WITNESS our hands this 21st day of May, 1990.

Keith F. Kauffman
Keith F. Kauffman

024745

BK9202PG0166

(DEED)

QUIT CLAIM RELEASE

WE, PHYLLIS K. MacARTHUR, being a widow, of 212 Lamington Road, Somerville, New Jersey, KEITH F. KAUFFMAN of Geiger Hill Road, RD #1, Box 468, Upper Black Eddy, Pennsylvania, JOAN K. CROSBY, being unmarried, of RD #3, Box 3922, Church Lane Hill, Reading, Pennsylvania, and GAYLE K. HELBIG, being a widow, of 340 Cedar Grove Terrace, Scotch Plains, New Jersey,

For consideration paid, RELEASE to:

KIRK D. KAUFFMAN of 20 Clawson Avenue, RD #1, Neshanic Station, New Jersey,

Land on Great Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land with any improvements thereon situated on the easterly side of a certain forty (40) foot right-of-way described on Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70 being Lot #3 as shown on plan entitled Standard Boundary Survey, John Small Road & Rose Point Road, Great Chebeague Island, Cumberland, Maine for G. Francis Kauffman prepared by Owen Haskell, Inc. dated February 24, 1989 and recorded in said Registry of Deeds in Plan Book 184, Page 7.

Being a portion of the premises conveyed to grantors and grantee herein by deed from Phyllis K. MacArthur, conservator of the Estate of George Francis Kauffman dated May 10, 1989 and recorded in said Registry of Deeds in Book 8794, Page 317.

Also conveying such rights as have been established in said forty (40) foot right-of-way including access and utilities in common with others.

The herein transfer is not deemed to be a lot for municipal or state subdivision purposes, as said transfer involves a gift from grantors herein to a blood relative, namely, their brother.

FRANCES KAUFFMAN, wife of KEITH F. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

WITNESS our hands this 21st day of May, 1990.

Phyllis K. MacArthur
Phyllis K. MacArthur

Keith F. Kauffman
Keith F. Kauffman

024746

BK9202PG0168

(DEED)

QUIT CLAIM RELEASE

WE, PHYLLIS K. MACARTHUR, being a widow, of 212 Lamington Road, Somerville, New Jersey, KEITH F. KAUFFMAN of Geiger Hill Road, RD #1, Box 468, Upper Black Eddy, Pennsylvania, KIRK D. KAUFFMAN of 20 Clawson Avenue, RD #1, Neshanic Station, New Jersey, and GAYLE K. HELBIG, being a widow, of 340 Cedar Grove Terrace, Scotch Plains, New Jersey,

For consideration paid, RELEASE to:

JOAN K. CROSBY of RD #3, Box 3922, Church Lane Hill, Reading, Pennsylvania,

Land on Great Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land with any improvements thereon situated on the easterly side of a certain forty (40) foot right-of-way described on Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70 being Lot #4 as shown on plan entitled Standard Boundary Survey, John Small Road & Rose Point Road, Great Chebeague Island, Cumberland, Maine for G. Francis Kauffman prepared by Owen Haskell, Inc. dated February 24, 1989 and recorded in said Registry of Deeds in Plan Book 184, Page 7.

Being a portion of the premises conveyed to grantors and grantee herein by deed from Phyllis K. MacArthur, conservator of the Estate of George Francis Kauffman dated May 10, 1989 and recorded in said Registry of Deeds in Book 8794, Page 317.

Also conveying such rights as have been established in said forty (40) foot right-of-way including access and utilities in common with others.

The herein transfer is not deemed to be a lot for municipal or state subdivision purposes, as said transfer involves a gift from grantors herein to a blood relative, namely, their sister.

FRANCES KAUFFMAN, wife of KEITH F. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

DORIS KAUFFMAN, wife of KIRK D. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

WITNESS our hands this 21st day of May, 1990.

Phyllis K. MacArthur
Phyllis K. MacArthur

024747

BX9202PG0170

(DEED)

QUIT CLAIM RELEASE

WE, PHYLLIS K. MacARTHUR, being a widow, of 212 Lamington Road, Somerville, New Jersey, KEITH F. KAUFFMAN of Geiger Hill Road, RD #1, Box 468, Upper Black Eddy, Pennsylvania, KIRK D. KAUFFMAN of 20 Clawson Avenue, RD #1, Neshanic Station, New Jersey, and JOAN K. CROSBY, being unmarried, of RD #3, Box 3922, Church Lane Hill, Reading, Pennsylvania,

For consideration paid, RELEASE to:

GAYLE K. HELBIG of 340 Cedar Grove Terrace, Scotch Plains, New Jersey,

Land on Great Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land with any improvements thereon situated on the easterly side of a certain forty (40) foot right-of-way described on Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70 being Lot #5 as shown on plan entitled Standard Boundary Survey, John Small Road & Rose Point Road, Great Chebeague Island, Cumberland, Maine for G. Francis Kauffman prepared by Owen Haskell, Inc. dated February 24, 1989 and recorded in said Registry of Deeds in Plan Book 184, Page 7.

Being a portion of the premises conveyed to grantors and grantee herein by deed from Phyllis K. MacArthur, conservator of the Estate of George Francis Kauffman dated May 10, 1989 and recorded in said Registry of Deeds in Book 8794, Page 317.

Also conveying such rights as have been established in said forty (40) foot right-of-way including access and utilities in common with others.

The herein transfer is not deemed to be a lot for municipal or state subdivision purposes, as said transfer involves a gift from grantors herein to a blood relative, namely, their sister.

FRANCES KAUFFMAN, wife of KEITH F. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

DORIS KAUFFMAN, wife of KIRK D. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

WITNESS our hands this 6th day of May, 1990.

Margaret O. Hamilton

Phyllis K. MacArthur
Phyllis K. MacArthur

024748

STATUTORY WARRANTY DEED

I, KEITH F. KAUFFMAN of Geiger Hill Road, RD #1, Box 468, Upper Black Eddy, Pennsylvania,

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

ROBERT L. LEVEY and ELLEN H. GOODMAN of 5 Hayes Street, in the City of Brookline and State of Massachusetts, as JOINT TENANTS

Land on Great Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land with any buildings thereon situated on the westerly side of a certain forty (40) foot right-of-way described on Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70 being Lot #1 as shown on plan entitled Standard Boundary Survey, John Small Road & Rose Point Road, Great Chebeague Island, Cumberland, Maine for G. Francis Kauffman prepared by Owen Haskell, Inc. dated February 24, 1989 and recorded in said Registry of Deeds in Plan Book 184, Page 7.

Being a portion of the premises conveyed to grantor herein et al. by deed from Phyllis K. MacArthur, conservator of the Estate of George Francis Kauffman dated May 10, 1989 and recorded in said Registry of Deeds in Book 8794, Page 317.

Being the same premises conveyed to the grantor herein by deed from Phyllis K. MacArthur et al. of even or recent date and recorded in the Cumberland County Registry of Deeds.

Also conveying such rights as have been established in said forty (40) foot right-of-way including access and utilities in common with others.

This conveyance is made SUBJECT to the current real estate taxes to the Town of Cumberland, which the grantees herein by their acceptance of this deed hereby assume and agree to pay.

The herein transfer is not deemed to be a lot for municipal or state subdivision purposes, as said transfer involves a transfer to an abutter, to wit, the grantees herein.

FRANCES KAUFFMAN, wife of KEITH F. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

WITNESS our hands this 14 day of May, 1990.

Sharon Marie Lohr

Keith F. Kauffman
Keith F. Kauffman

MAINE REAL ESTATE TAX PAID

024749

STATUTORY WARRANTY DEED

WE, PHYLLIS K. MacARTHUR, being a widow, of 212 Lamington Road, Somerville, New Jersey, KEITH F. KAUFFMAN of Geiger Hill Road, RD #1, Box 468, Upper Black Eddy, Pennsylvania, KIRK D. KAUFFMAN of 20 Clawson Avenue, RD #1, Neshanic Station, New Jersey, JOAN K. CROSBY, being unmarried, of RD #3, Box 3922, Church Lane Hill, Reading, Pennsylvania, and GAYLE K. HELBIG, being a widow, of 340 Cedar Grove Terrace, Scotch Plains, New Jersey,

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

ROBERT L. LEVEY and ELLEN H. GOODMAN of 5 Hayes Street, in the City of Brookline and State of Massachusetts, as JOINT TENANTS

Land on Great Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land-with any buildings thereon situated on the westerly side of a certain forty (40) foot right-of-way described on Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70 being Lot #6 as shown on plan entitled Standard Boundary Survey, John Small Road & Rose Point Road, Great Chebeague Island, Cumberland, Maine for G. Francis Kauffman prepared by Owen Haskell, Inc. dated February 24, 1989 and recorded in said Registry of Deeds in Plan Book 184, Page 7.

Being a portion of the premises conveyed to grantors herein by deed from Phyllis K. MacArthur, conservator of the Estate of George Francis Kauffman dated May 10, 1989 and recorded in said Registry of Deeds in Book 8794, Page 317.

Also conveying such rights as have been established in said forty (40) foot right-of-way including access and utilities in common with others.

This conveyance is made SUBJECT to the current real estate taxes to the Town of Cumberland, which the grantees herein by their acceptance of this deed hereby assume and agree to pay.

FRANCES KAUFFMAN, wife of KEITH F. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights pursuant to 18-A M.R.S.A. 2-202, and all other rights in the above-described premises.

DORIS KAUFFMAN, wife of KIRK D. KAUFFMAN, joins in this deed and releases and relinquishes all rights by descent, all rights

MAINE REAL ESTATE TAX PAID

Waldo Point
Resting Deeds of Subdivision Lots

44-14
B 1333

Know all Men by these Presents, That

I, Mildred G. Bell of Portland, County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations,
Will W. Johnson, of said Portland, said County and State,

paid by

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Will W. Johnson, his heirs and assigns forever, two certain lots or parcels of land situated on the westerly end of Chebeague Island in Portland Harbor, County of Cumberland, State of Maine, being lots numbered sixty-eight (68) and sixty-nine (69) as shown on plan of lots of Green Acre Tract belonging to Mary A. Charleson, late of said Portland, deceased, said plan being made by E. C. Jordan & Company, C.E., dated August, 1928. Said lots taken together measure one hundred (100) feet on the front and one hundred fifteen (115) feet on the side running back to a proposed street, as shown on said plan, and one hundred, (100), feet on said proposed street; containing, taken together, eleven thousand five hundred (11,500) square feet, more or less.

It is agreed and understood between the parties hereto, that the said Grantee shall not erect on said lots, any building to cost less than fifteen hundred dollars (\$1500.00).

Being the same premises devised to me by my mother, Mary A. Charleson, late of said Portland, deceased.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Will W. Johnson, his heirs and assigns, to his and their use and behoof forever. And I do covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Mildred G. Bell and Arthur W. Bell husband of the said Mildred G. Bell joining in this deed as Grantor, and relinquishing and conveying his rights by descent and all other rights in the above described premises

our hands and seal this seventh day of October have hereunto set
one thousand nine hundred and twenty-nine. in the year of our Lord
Signed, Sealed and Delivered
in presence of

Richard E. Harvey

Mildred G. Bell Seal

J. D. Keefer

Arthur W. Bell Seal.

State of Maine, CUMBERLAND, ss. October 7th, 19 29. Personally appeared
the above named Mildred G. Bell
and acknowledged the above instrument to be her free act and deed.

Before me, Richard E. Harvey, Justice of the Peace.

Received December 3, 19 29, at 9 o'clock 40 m. A. M., and recorded according to the original.

01058

DEED

I, SUSIE A. JOHNSON, of 235 Winthrop Street, Medford,
Middlesex County, Massachusetts,

for the consideration paid in the amount of \$1.00,

grant to said SUSIE A. JOHNSON, as Trustee of the JOHNSON FAMILY
REALTY TRUST, an indenture of trust dated January 19, 1993 and
recorded herewith. The mailing address of the trust is
235 Winthrop Street, Apt 3310, Medford, MA 02155,

with QUITCLAIM COVENANTS

that certain lot of land with the buildings thereon, situated on
Great Chebeague Island, in the Town of Cumberland, County of
Cumberland and State of Maine, bounded and described as follows:

Commencing at the point of intersection in the southerly
side line of a planned street of the northwesterly corner of the
lot hereby conveyed and the northeasterly corner of land now or
formerly of Susie A. Johnson; thence running southwesterly along
southerly side line of said planned street one hundred twenty-
eight and one-half (128 1/2) feet, more or less, to a point and
the northwesterly corner of land now or formerly of Eric P.
Kelly; thence southeasterly by the side line of land now or
formerly of said Kelly and the side line of land now or formerly
of Mildred S. B. Bell, one hundred sixty-three (163) feet, more
or less, to the edge of the bank; thence northeasterly in an
irregular line along the top of the bank a distance of one
hundred twenty-two (122) feet, more or less, to a point marking
the southwesterly corner of land formerly of Will W. Johnson;
thence northwesterly one hundred sixty-four (164) feet, more or
less, to the southerly side line of said planned street and the
point of beginning.

For my title see deed dated April 15, 1974, and recorded in
the Cumberland County Registry of Deeds at Book 6262, Page 144.
Paul A. Johnson died on December 2, 1978.

WITNESS my hand and seal this 24th day of January, 1995.


Susie A. Johnson

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that I, Priscilla B. Plat, of La Canada, County of Los Angeles, and State of California, for consideration paid, GRANT to Laura R. Jamison and Daryl P. Jamison, both of La Canada, County of Los Angeles, and State of California, whose mailing address is: 329 San Juan Way, La Canada, California 91011, with WARRANTY covenants, as joint tenants, the land in Cumberland, County of Cumberland and State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon, situated on Chebeague Island, in the said Town of Cumberland, and bounded and described as follows: COMMENCING at the Northwest corner of the stone foundation of cottage on the property formerly of Mildred G. Bell, said cottage being located about one hundred twenty-five (125) feet from the main buildings of the said Bell, extending in a westerly direction, a distance of twenty (20) feet to an iron stake; thence at a right angle in a southerly direction to an iron stake on the edge of the bank on the shore, a distance of two hundred seventy (270) feet; thence at a right angle in an easterly direction along the bank parallel with the shore, a distance of seventy-five (75) feet to an iron stake; thence at a right angle in a northerly direction, a distance of three hundred ten (310) feet to an iron stake; thence at a right angle in a westerly direction, a distance of seventy-five (75) feet to an iron stake; thence at a right angle in a southerly direction, a distance of forty (40) feet to an iron stake, said stake being the first-mentioned above and being twenty (20) feet distant from the stone foundation of the cottage on this parcel, containing 23,210 square feet, more or less.

Being the same premises conveyed to the Grantor herein by deed of M. Donald Gardner, Executor of the Will of Esther Scott, dated February 5, 1971, and recorded in the Cumberland County Registry of Deeds in Book 3159, Page 592.

WITNESS my hand and seal this 19th day of JANUARY, 1993.

SIGNED, SEALED AND DELIVERED
in the presence of:

[Signature]

[Signature]
Priscilla B. Plat

MAINE REAL ESTATE TAX PAID

4023 B

Scott
Plat to
Jamison

Town Lot # 48
I-2

#2

Kaufman
#1 #2

4/31/293

(509)
35936

Know all Men by these Presents,

That We, G. FRANCIS KAUFFMAN and FRANCES B. KAUFFMAN of Cumberland,
County of Cumberland, State of Maine,

in consideration of one dollar and other valuable consideration

paid by STAFFORD H. MacARTHUR and PHYLLIS K. MacARTHUR, husband and wife,

and whose mailing address is 212 Lamington Road, Somerville, New Jersey,
00876,

the receipt whereof we do hereby acknowledge, do hereby
give, grant, bargain, sell and convey, unto the said Stafford H. MacArthur and
Phyllis K. MacArthur, as joint tenants,

~~as joint tenants~~ and not as tenants in common, their heirs and

assigns forever, a certain lot or parcel of land situated on Great
Chebeague Island, in the Town of Cumberland, County of Cumberland, State of
Maine, being lot no. 2 and the adjacent lot designated "Kauffman" as delineated
on a Plan of Waldo Point recorded in Cumberland County Registry of Deeds in
Plan Book 35, Page 70, and being bounded and further described as follows:

Beginning on the Southeasterly side of Shore Road as shown on said Plan at
the most Northerly corner of said lot no. 2; thence Southwesterly along Shore
Road a distance of Two Hundred Five (205) feet to an iron stake; thence South-
easterly along the Southwesterly boundary line of said "Kauffman" parcel a
distance of One Hundred Twenty-four (124) feet, more or less, to an iron stake
at the top of the bank; thence Northeasterly along the top of the bank to the
Southwesterly side line of a right of way Forty (40) feet wide as shown on said
Plan; thence Northwesterly along the Southwesterly side line of said right of
way a distance of One Hundred Twenty-one (121) feet, more or less, to said
Shore Road at the point of beginning, together with the right to the use, in
common with others, of the roads and ways between said premises and the town
road and together with any right, title or interest which we may have in and to
any lands lying between the top of the bank as shown on said Plan and the waters
of Casco Bay.

Meaning and intending to convey and hereby conveying all and the same premises
conveyed to us by Mildred G. Bell by deeds dated January 4, 1950 and December 29,
1953 and recorded in said Registry of Deeds in Book 1985, Page 328 and Book
2161, Page 91.

Know all Men by these Presents, That

I, Mildred G. Bell of Cumberland, County of Cumberland, State of Maine

in consideration of one dollar and other valuable considerations paid by Frances B. Kauffman and G. Francis Kauffman, husband and wife both of Fanwood, County of Union, State of New Jersey the receipt whereof I do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said Frances B. Kauffman and G. Francis Kauffman as joint tenants, and not as tenants in common, their heirs and assigns, and the survivor of them, and the heirs and assigns of such survivor forever, a certain lot or parcel of land situated on Great Chebeague Island Town of Cumberland, County of Cumberland and State of Maine described as follows:

The starting point for describing this piece of land shall be an iron stake placed on a line with, and continuing in the same southerly direction as the line forming the westerly boundary of land now or formerly owned by W. W. Johnson, and being distant four hundred fifty (450) feet from the southwesterly corner of said land now or formerly owned by said Johnson.

From the above starting point and continuing in the same southerly direction a distance of one hundred (100) feet to an iron stake, said stake being some twenty (20) feet from the top of the southerly bank, thence at a right angle in an easterly direction a distance of some one hundred twenty four (124) feet to an iron stake at the top of the bank, thence at an approximate right angle in a northerly direction along the top of the bank in an irregular line to an iron stake a distance of about one hundred (100) feet, (the length of this dimension would be exactly one hundred feet if it were taken at a point sufficiently distant from the bank to permit a perfect right angle boundary between the second and fourth boundary lines), thence at an approximate right angle in a westerly direction a distance of some one hundred eight (108) feet to the point of beginning, containing some eleven thousand six hundred fifty (11,650) square feet more or less.

This conveyance also includes the right to use in common with others, the right of way across the property of Mildred G. Bell to the Town road.

U.S.I.R.
\$1.10
M.G.B.
1/4/50

On Here and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said G. Francis and Frances B. Kauffman as joint tenants, and not as tenants in common, their heirs and assigns, and the survivor of them, and the heirs and assigns of such survivor, to them and their use and behoof forever. And I do covenant with the said Grantees, as aforesaid, their heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantees, the heirs and assigns of the survivor of them heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Mildred G. Bell and Arthur W. Bell husband of the said Mildred G. Bell joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises,

OUR hand s and seal s this fourth day of January have hereunto set one thousand nine hundred and fifty in the year of our Lord

Signed, Sealed and Delivered in presence of

Philip H. Seabury
Philip H. Seabury

Mildred G. Bell Seal
Arthur W. Bell Seal

State of Maine, CUMBERLAND, SS. January 4, 1950. Personally appeared the above named Mildred G. Bell

and acknowledged the foregoing instrument to be her free act and deed. Before me, Richard E. Harvey, Notary Public, Notarial Seal

Received January 24 1950, at 11 o'clock 40 m. A. M., and recorded according to the original.

(#1)
aka
Kauffman

Know all Men by these Presents, That

2161/91

I, Mildred G. Bell, also known as Mildred S. Bell, of Portland, in the County of Cumberland and State of Maine,
In consideration of One Dollar (\$1.00) and other valuable consideration, paid by G. Francis Kauffman and Frances B. Kauffman, husband and wife, both of Fanwood, in the County of Union and State of New Jersey,
the receipt whereof I do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said G. Francis Kauffman and Frances B. Kauffman, their heirs and assigns forever, as joint tenants with rights of survivorship (as such, and not as tenants in common, a certain lot or parcel of land situated on Great Chebeague Island, in the Town of Cumberland, County of Cumberland and State of Maine, and being lot numbered 2 as shown on a Plan of Waldo Point owned by Mildred G. Bell and recorded in Cumberland County Registry of Deeds in Plan Book 35, Pages 70 and 71, and more particularly bounded and described according to said Plan as follows: Beginning at the Northerly corner of land of the grantees, which said land was conveyed to them by said Mildred G. Bell by deed dated January 4, 1950 and recorded in said Registry of Deeds in Book 1985, Page 328, said point being on the Southeasterly side of a right of way forty feet (40') in width and called on said Plan "Shore Road"; thence by said Shore Road one hundred five feet (105') to the intersection of the Southwesterly side line of another right of way forty feet (40') wide extending from said Shore Road Southeasterly to Casco Bay; thence Southeasterly by said right of way last mentioned one hundred twenty-one feet (121'), more or less, to Casco Bay; thence Southwesterly by said Casco Bay to land of said Kauffmans; thence Northwesterly by said Kauffman's land one hundred eight feet (108'), more or less, to point of beginning.

Together with the right in common with the Grantor and others to use the roads and rights of way as shown on said Plan.

Being a part of the same premises devised to me under the Will of my mother, Mary A. Charleson, an abstract of which is recorded in said Registry of Deeds in Book 1306, Page 297.

On Here and in Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said G. Francis Kauffman and Frances B. Kauffman, their heirs and assigns forever, as joint tenants with rights of survivorship as such, and not as tenants in common, to them and

their use and behoof forever. And I do covenant with the said Grantees, as aforesaid,

heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantees, their heirs and assigns and the heirs of such assigns, and the heirs and assigns of the survivor of them,

heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Mildred G. Bell, widow

do hereby hand and seal this twenty-ninth day of December in the year of our Lord one thousand nine hundred and fifty-three

Signed, Sealed and Delivered in presence of

Franklin G. Hinckley

Mildred G. Bell

Seal

State of Maine, CUMBERLAND, SS.

December 29, 1953.

Personally appeared

the above named Mildred G. Bell

and acknowledged the foregoing instrument to be her free act and deed.

Before me, Franklin G. Hinckley

Justice of the Peace

Received

December 30, 1953, at 2 o'clock 5 m. P. M., and recorded according to the original.

U.S.I.R.
\$0.55
M.G.B.
12/29/53

017485

BOOK

9380

BX8729PG0234

#3-4

017485

KNOW ALL MEN BY THESE PRESENTS

THAT WE, GORDON W. HAMILTON, of Shelburne, County of Chittenden, State of Vermont and RUSSELL M. LIPES, of Wethersfield, County of Hartford, State of Connecticut, duly appointed and acting co-personal representatives of the ESTATE OF CHRISTINE M. GRISWOLD, deceased, whose will was duly admitted to probate in the Probate Court for the County of Cumberland, Maine, by the power conferred by law, and every other power, (in distribution of the estate) grants to LUCY GRISWOLD HAMILTON and GORDON W. HAMILTON, (as joint tenants and not as tenants in common) of Shelburne, County of Chittenden, State of Vermont, whose mailing address is 6 Fletcher Lane, Shelburne, Vermont 05482, being the persons entitled to distribution, the real property in Cumberland, County of Cumberland, State of Maine, described as follows:

Parcel I: A certain lot or parcel of land on Great Chebeague Island in Cumberland, County of Cumberland and State of Maine, and being lot numbered 3 as shown on a Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds in Plan Book 35, Pages 70 and 71, and more particularly bounded and described according to said Plan as follows:

Beginning at the intersection of the southeasterly side line of Shore Road with the northeasterly side line of a forty foot right of way running from said Shore Road to Casco Bay; thence northeasterly by said Shore Road one hundred five (105) feet to lot numbered 4 as shown on said Plan; thence southeasterly by said lot numbered 4 one hundred twenty seven (127) feet, more or less, to Casco Bay; thence southwesterly by Casco Bay to said forty foot right of way; thence northwesterly by said right of way one hundred eight (108) feet, more or less, to Shore Road at the point of beginning.

Together with the right in common with others to use the roads and rights of way as shown on said Plan.

Meaning and intending to convey and hereby conveying the same premises conveyed to Wanda Hillman by Mildred G. Bell by deed dated October 8, 1952 and recorded in the Cumberland County Registry of Deeds in Book 2103, Page 392.

Parcel II: A certain lot or parcel of land on Great Chebeague Island, in Cumberland, County of Cumberland and State of Maine, and being lot numbered 4 as shown on a Plan of Waldo Point owned by Mildred G. Bell and recorded in the Cumberland County Registry of Deeds in Plan Book 35, Pages 70 and 71; and more particularly bounded and described according to said Plan as follows:

Beginning on the southeasterly side of Shore Road at the northerly corner of lot numbered 3 as shown on said Plan; thence northeasterly by said Shore Road one hundred (100) feet to lot numbered 5 as shown on said Plan; thence southeasterly by said lot numbered 5 one hundred forty (140) feet, more or less, to Casco Bay; thence southwesterly by Casco Bay to said lot numbered 3; thence by said lot numbered 3 one hundred twenty-seven (127) feet, more or less, to Shore Road at the point of beginning.

Together with the right in common with others to use the roads and rights of way as shown on said Plan.

Meaning and intending to convey and hereby conveying the same premises conveyed to Wanda Hillman by Mildred G. Bell by deed dated October 9, 1953 and recorded in said Registry in Book 2150, Page 85.

POWERS & FRENCH
ATTORNEYS AT LAW
177 LOWER MAIN STREET
FREEPORT, MAINE 04032

EX 8729 PG 0235

The Grantor hereby conveys the buildings located on the above described lots and further the furniture and contents located in said buildings.

Title of Arthur H. Griswold, Jr. to the above described premises and personal property was derived under the deed of Wanda Hillman to Arthur H. Griswold, Jr. and Christine M. Griswold, dated July 14, 1962 and recorded in the Cumberland County Registry of Deeds, Book 2690, Page 475.

Both parcels being the same premises conveyed by Arthur H. Griswold, Jr. to Christine M. Griswold by warranty deed dated July 9, 1964 and recorded in the Cumberland County Registry of Deeds in Book 2836, Page 65.

Christine M. Griswold deceased testate May 29, 1988. See Cumberland County Probate Docket 88-1365.

WITNESS

our hands and seals this _____ day of _____, 1989.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

Robert N. Walker
Armen Dridlone

Gordon W. Hamilton
GORDON W. HAMILTON
Russell M. Lipes, Jr.
RUSSELL M. LIPES, JR.

STATE OF MAINE
Cumberland, ss.

April 12, 1989

Personally appeared the above named GORDON W. HAMILTON and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Robert N. Walker
NOTARY PUBLIC/ATTORNEY AT LAW
Robert N. WALKER

STATE OF CONNECTICUT
Hartford, ss.

April 17, 1989

Personally appeared the above named RUSSELL M. LIPES, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Susan P. O'Neil
NOTARY PUBLIC
SUSAN P. O'NEIL
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991

POWERS & FRENCH
ATTORNEYS AT LAW
100 LOWER MAIN STREET
PORTSMOUTH, MAINE 03801

RECEIVED
REGISTERED SECRETARY OF DEEDS

1989 APR 24 PH 2:42

Robert N. Walker
CUMBERLAND COUNTY

SEAL

434

Book #

#617

#63

Hammond
To
O'Connor

KNOW ALL MEN BY THESE PRESENTS, THAT I, Grace DeLong Hammond, formerly Grace DeLong Hultzen, of Portland County of Cumberland and State of Maine in consideration of one dollar and other valuable considerations (consideration being less than one hundred dollars) paid by Delia B. O'Connor of Scarborough, County of Cumberland and State of Maine the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Delia B. O'Connor, her heirs and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated on Morning Street at Higgins Beach, in said Scarborough, and being Lot No. 109 as shown on Plan of Higgins Beach, recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 81.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Delia B. O'Connor, her heirs and assigns, to her and their use and behoof forever.

AND I do COVENANT with the said Grantee, her heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT AND DEFEND the same to the said Grantee, her heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Grace DeLong Hammond and Irving E. Hammond husband of the said Grace DeLong Hammond joining in this deed as Grantors, and relinquishing and conveying our rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 28th day of January in the year of our Lord one thousand nine hundred and Fifty-six
Signed, Sealed and Delivered

in presence of

Herbert A. Crommett to Both

Grace DeLong Hammond

Seal

Irving E. Hammond

Seal

STATE OF MAINE. Cumberland SS.

January 28, 1956.

Personally appeared the above named Grace DeLong Hammond and acknowledged the foregoing instrument to be her free act and deed.

Before me, Herbert A. Crommett Justice of the Peace

Received March 5, 1956, at 3h 30m P.M., and recorded according to the original

Bell
To
Carleton
&

KNOW ALL MEN BY THESE PRESENTS, THAT I, Mildred S. Bell, a/k/a Mildred G. Bell, of Portland, County of Cumberland and State of Maine in consideration of one dollar and other valuable consideration paid by Richard B. Carleton and Marsha S. Carleton both of East Walpole County of Norfolk and Commonwealth of Massachusetts the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Richard B. Carleton and Marsha S. Carleton, as joint tenants and not as tenants in common, their heirs and assigns and to the survivor of them, and the

heirs and assigns of the survivor of them forever,

Two certain lots or parcels of land, situated on Great Chebeague Island, in said County of Cumberland, Town of Cumberland and State of Maine and being more particularly described as being lots numbered six (6) and seven (7) on Plan of Waldo Point, said plan being duly recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70.

Lot numbered six (6) being the same lot conveyed to this Grantor by Adelaide S. Pelletier, formerly Adelaide Titcomb, by deed of even date to be recorded herewith.

Lot numbered seven (7) being a portion of the premises devised to this Grantor under the terms of the Last Will and Testament of Mary A. Charleson; an abstract being duly recorded in the Cumberland County Registry of Deeds in Book 1306, Page 297. -

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Richard B. Carleton and Marsha S. Carleton, as joint tenants and not as tenants in common, their heirs and assigns and to the survivor of them, and the heirs and assigns of the survivor of them forever, to them and their use and behoof forever.

U.S.I.R.
55 cts.
M.S.B.
11/9/55

AND I do COVENANT with the said Grantees, as joint tenants their heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will WARRANT AND DEFEND the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Mildred S. Bell, being unmarried have hereunto set my hand and seal this ninth day of November in the year of our Lord one thousand nine hundred and Fifty-five.

Signed, Sealed and Delivered

in presence of

Herbert A. Crommett

Mildred S. Bell

Seal

STATE OF MAINE. Cumberland SS.

November 9, 1955.

Personally appeared the above named Mildred S. Bell and acknowledged the foregoing instrument to be her free act and deed.

Before me, Herbert A. Crommett Justice of the Peace

Received March 5, 1956, at 3h 30m P.M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS, THAT I, Delia B. O'Connor of Scarborough, County of Cumberland and State of Maine in consideration of one dollar and other valuable considerations (Consideration being less than one hundred dollars) paid by Grace DeLong Hammond of Portland in said County and State the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

O'Connor
To
Hammond

AV 13820 = 77%
SP 18,000

63

#6/7

122

4573/122

4589

MASSACHUSETTS ITCLAM DEED SHORT FORM (INDIVIDUAL) 681

WE, RICHARD B. CARLETON and MARSHA S. CARLETON, husband and wife, as joint tenants and not as tenants in common, both of Ripon, Wisconsin, County, ~~Massachusetts~~

~~being married~~, for consideration paid, and in full consideration of Eighteen Thousand Dollars (\$18,000.00) grants to DAVID A. MUDGETT and JANE C. MUDGETT, joint tenants and not as tenants in common, both of 538 Cypress Ave., Lake Park, Florida 33403 with quitclaim warranties

~~the said~~

~~Deed to be recorded in Book~~

Two certain lots or parcels of land, situated on Great Chebeague Island, in said County of Cumberland, Town of Cumberland and State of Maine and being more particularly described as being lots numbered six (6) and seven (7) on Plan of Waldo Point, said plan being duly recorded in the Cumberland County Registry of Deeds, Plan Book 35, Page 70.

Being the same premises conveyed to Richard B. Carleton, et ux by deed of Mildred S. Bell, a/k/a Mildred G. Bell dated November 9, 1955 and recorded at Cumberland County Registry of Deeds in Book 2263, Page 434.

Witness my hand and seal this 15th day of January 1980

Marsha S. Carleton
Richard B. Carleton

The Commonwealth of Massachusetts

Worcester, ss.

January 15

Then personally appeared the above named Richard B. Carleton and Marsha S. Carleton and acknowledged the foregoing instrument to be their free act and deed, before me

Donald F. Ricker, Notary Public — ~~Massachusetts~~

My commission expires September 3, 1982

(*Individuals who are joint tenants in common are bound by the deed.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

STATE OF MAINE

CUMBERLAND, ss.

REGISTRY OF DEEDS

Received at 2:00 P.M. on MAR 6 1980 and recorded in Book 4573 Page 122

ATTEST Edward J. Gustin Register

270

State of Maine,
Cumberland

October 3,

1958

Personally appeared the above named

Mildred E. Coburn

and acknowledged the above instrument to be her free act and deed.

Before me,

OCT 8 1958.

Justice of the Peace

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 2 H 5 M. P. M., and recorded in

BOOK 2438 PAGE 268 Register

Know All Men by These Presents,

That We, Philip G. Willard, of South Portland, County of Cumberland and State of Maine, and Munroe H. Hamilton of Lexington, County of Middlesex, Commonwealth of Massachusetts

in consideration of One Dollar and other valuable considerations

paid by John D. Scott and Helen Scott, both of Gardiner, Kennebec County and State of Maine

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said John D. Scott and Helen Scott, as joint tenants and not as tenants in common, their

two heirs and assigns forever, a certain lot or parcels of land situated on Great Chebeague Island in the Town of Cumberland, County of Cumberland and State of Maine, and being Lots #8 and #9 as shown on Plan of Waldo Point, so-called, on said Great Chebeague Island, said Plan being recorded in Cumberland County Registry of Deeds in Plan Book 35, Page 70.

There is also hereby conveyed to the Grantees, their heirs and assigns, a right of way in common with others over and upon the roads and ways shown on said Plan of Waldo Point.

Also hereby conveyed, in so far as the Grantors herein have the right to convey the same, the right to use in common with others the shore between high water and low water mark as said shore bounds the aforesaid tract known as Waldo Point as shown on said plan.

Being a portion of the premises conveyed to these Grantors by Donald G. Bell by deed dated July 24, 1958, recorded in said Registry of Deeds in Book 2421, Page 177.

Willard
&
to
Scott
&

War

See
Book 2438
Page 305

Know all Men by these Presents, That 6260/12

We, Martin B. Avery and Elsa L. Avery, both of Cumberland in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable consideration

paid by Robert M. Putnam and Sheila G. Putnam, both of Cumberland in the County of Cumberland and State of Maine,

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Robert M. Putnam and Sheila G. Putnam, as joint tenants and not as tenants in common, their heirs and assigns forever, the following described real estate:

A certain lot or parcel of land with any buildings thereon, situated on Great Chebeague Island in the Town of Cumberland, County of Cumberland and State of Maine, and being Lots No. 17 and 18 as shown on Plan of Waldo Point, said Plan being recorded in the Cumberland County Registry of Deeds in Plan Book 35, Page 70. Being the same premises conveyed to the Grantors herein by Erwin E. Emmons, et al. by deed dated May 8, 1964 and recorded in Cumberland County Registry of Deeds in Book 2819, Page 489.

ALSO a certain lot or parcel of land with any buildings thereon, situated on Great Chebeague Island in said Cumberland, and being Lot No. 21 as shown on Plan of Waldo Point, so-called, on said Great Chebeague Island, said Plan being recorded in said Registry of Deeds in Plan Book 35, Page 70.

Also hereby conveying a right of way in common with others over and upon the roads and ways shown on said Plan of Waldo Point.

Also hereby conveying, in so far as the Grantors herein have the right to convey the same, the right to use in common with others the shore between high water and low water mark as said shore bounds the aforesaid tract known as Waldo Point as shown on said Plan.

Also included herein all right, title and interest of these Grantors in and to any land, if such exists, lying northerly and northwesterly of Lot #21 as shown on said Plan and between said Lot #21 and premises conveyed to Martin B. Avery by one Kauffman or between said premises conveyed by said Kauffman to Martin B. Avery and the southwesterly side of a forty foot right-of-way known as Cove Road, as shown on the above mentioned plan, which Cove Road is the northeasterly bound of said Lot #21.

Excepting and reserving herefrom that portion of Lot No. 21 as set forth in a deed from Martin B. Avery, et al. to Robert L. Levy, et al. dated July 2, 1974 and recorded in said Registry of Deeds in Book 3570, Page 65.

Being a portion of the premises conveyed to Martin B. Avery by deed of Philip G. Willard, et al. dated October 23, 1958 and recorded in said Registry of Deeds in Book 2440, Page 482.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Robert M. Putnam and Sheila G. Putnam, as joint tenants and not as tenants in common, their

heirs and assigns, to them and their use and behoof forever. And we do covenant with the said Grantee s, free of all incumbrances their heirs and assigns, that aforesaid lawfully seized in fee of the premises; that they are Grantee s to hold as aforesaid; and that we and our heirs and assigns shall and will warrant and defend the same to the said Grantee s, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, We, the said Martin B. Avery and Elsa L. Avery, being husband and wife,

joining in this deed as Grantor s, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hand s and seal s this 30th day of August in the year of our Lord one thousand nine hundred and eighty-three.

Signed, Sealed and Delivered in presence of

Susan Steele

to both

SEAL

Martin B. Avery

Martin B. Avery

Elsa L. Avery

Elsa L. Avery

State of Maine, CUMBERLAND, ss. August 30 1983.

Personally appeared the above named Martin B. Avery and Elsa L. Avery

and acknowledged the foregoing instrument to be their free act and deed.

Before me, *Susan Steele*

NOTARY PUBLIC.

~~XXXXXXXXXXXX~~

STATE OF MAINE, CUMBERLAND COUNTY, ss.

REGISTRY OF DEEDS

Received AUG 31 1983

at 2 o'clock 07 m. P. M., and recorded

in BOOK 6260 PAGE 72 Attest

Register.

James J. White

*map
Coffin
Heller*

81731 & 10491 P. 179

*(Adams) #1
+ 25'
if lot 21
belongs
to put*

EXHIBIT A

A certain lot or parcel of land with the buildings thereon located on Chebeague Island in the Town of Cumberland, County of Cumberland and State of Maine, and shown on a map entitled "Plan of Waldo Point" recorded in Cumberland County Registry of Deeds in Plan Book 35, Page 70. Referring to said map the lot is located on the westerly side of Cove Road and comprises all of the ninety (90) foot by one hundred ten (110) foot lot shown as "ADAMS" and also a strip twenty-five (25) feet in width along the northerly side of Lot #21 extending from Cove Road to Johnson Cove. It is further described as follows:

BEGINNING at an iron pipe at the northeasterly corner of the "ADAMS" lot and running thence S 20° E along the westerly side of Cove Road one hundred thirty-five (135) feet to an iron pipe; thence S 70° W along other land of Martin B. Avery et al. two hundred twenty-two and sixty-four hundredths (222.64) feet to an iron pipe and continuing on the same course fifteen (15) feet more to the high water line of Johnson Cove; thence N 20° W along high water line twenty-five (25) feet; thence N 70° E fifteen (15) feet to an iron pipe and continuing on the same course along land of G.F. Kauffman one hundred thirty-two and sixty-four hundredths (132.64) feet to an iron pipe; thence N 20° W still along said Kauffman land one hundred ten (110) feet to an iron pipe; thence N 70° E still along said Kauffman land ninety (90) feet to the point of beginning; containing 36/100 of an acre, more or less.

SUBJECT, however, to rights, if any, of the public and others in and to the use of the right of way known as Cove Road or Johnson Cove Road, which said road right of way or travelled path is shown on a plan entitled "Standard Boundary Survey, John Small Road and Rose Point Road, Great Chebeague Island, Cumberland, Maine. for G. Francis Kaufman" by Owen Haskell, Inc. dated February 24, 1989, recorded in the Cumberland County Registry of Deed in Plan Book 184, Page 7.

Recorded
Cumberland County
Registry of Deeds
12/31/92 03:24:07PM
Robert P. Titcomb
Register

1918

3159
594-595**Know All Men by these Presents,**

That WE, MUNROE H. HAMILTON, of Lexington, County of Middlesex and Commonwealth of Massachusetts, and PHILIP G. WILLARD, of South Portland in the County of Cumberland and State of Maine,

in consideration of One dollar and other valuable considerations

paid by PRISCILLA B. PLAT, of Los Angeles in the County of Los Angeles and State of California

the receipt whereof we do hereby acknowledge, do hereby remise release, bargain, sell and convey, and forever quit-claim unto the said PRISCILLA B. PLAT, her

Heirs and Assigns forever, XIX

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXX~~ the easement and right of way in common with the Grantors, their heirs and assigns, and others entitled to use the same, in, over and upon the roadways shown on a plan of land situated on Great Chebeague Island in the Town of Cumberland, County of Cumberland and State of Maine and designated "Plan of Waldo Point, owned by Mildred G. Bell", as recorded in Cumberland County Registry of Deeds in Plan Book 35, Page 70, for the purpose of ingress and egress on foot or by vehicle, between that parcel marked "Scott" on the aforementioned plan and the public highways of said Town of Cumberland as shown on said plan.

Said easement and right of way is conveyed as appurtenant to that parcel of land marded "Scott" on the aforementioned plan as and when purchased by the Grantee herein from the estate of Esther Scott by deed of recent date to be recorded in said Registry of Deeds.

To have and to hold the same, together with all the privi-
leges and appurtenances thereunto belonging to her,
the said PRISCILLA B. PLAT, her

Heirs and Assigns, forever.

In Witness Whereof, WE, the said MUNROE H. HAMILTON and
PHILIP G. WILLARD, and MARY HAMILTON, wife of said MUNROE H.
HAMILTON and NARCISSA V. WILLARD, wife of said PHILIP G. WILLARD,
each ~~xxxx~~

~~xxxx~~ ~~xxxxxxxxxx~~

joining in this deed as Grantor^s, and relinquishing and conveying
our rights by descent and all our other rights in the above
described premises, have hereunto set our hands and seal this
sth day of February in the year of our Lord
one thousand nine hundred and seventy-one.

Signed, Sealed and Delivered
in presence of

Kathleen A. Freney

Philip G. Willard
Narcissa V. Willard
Munroe H. Hamilton
Mary A. Hamilton

State of Maine, }
Cumberland } ss.

February 5, 1971

Personally appeared the above named
~~MUNROE H. HAMILTON~~ PHILIP G. WILLARD
and acknowledged the above instrument to be their free act and
deed.

Before me, Edward O. H. [Signature]
Justice of the Peace.

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE FEB 9, 1971
Received at 1 P 41 M, and recorded in
BOOK 3159 PAGE 594 W. [Signature] Register

Coastal Access Report Prepared for the
Cumberland Town Council

Nubble View
Subdivision

Final Draft

May 15, 1999

Researched and Compiled by
Donna Miller Damon

"A report of the Maine State Planning Office/Maine Coastal Program pursuant National Oceanic and Atmospheric Administration pursuant to National Oceanic and Atmospheric Administration Award No. NA67OZ0256."

Financial assistance provided in part by the Coastal Zone Management Act of 1972, as amended, administered by the
Office of Ocean and Coastal Resource Management,
National Oceanic and Atmospheric Administration

Nubble View Subdivision

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Great Chebeague Island**
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Wharf**
- V. Cumberland's Interest in the Beach and Intertidal Zone
at Bennetts Cove**
- VI. Summary**
- VII. Recommendations**
- VIII. Appendix –Deeds and Plans relating to *Nubble View*
and Bennetts Cove**

I. INTRODUCTION

In a recent Cumberland Coastal Access Study, the *Nubble View* development, located on Great Chebeague Island, was identified as a subdivision with paper roads which has the potential of providing the residents of the Town of Cumberland with additional physical and visual access to the shore.¹ Questions have been raised about *Nubble View* as well as Town roads and properties, which abut it including:

- The description, status, and actual location of North Lane and Shore Lane, two roads shown on the plan of *Nubble View*, which access or abut Chandlers Cove.
- The description and actual location of the Town's property at Chandlers Cove as well as the description, actual location and status of the roads leading to the wharf.

Nubble View also abuts Bennetts Cove. Cove Road, Bennetts Lane and Nubble Road are paper roads shown on the plan of *Nubble View*. They merge into the Town road, known as South Road AKA Bennetts Cove Road, near the terminus of the Town road on the shore of Bennetts Cove. Questions have been raised about Bennetts Cove as well as Town roads and properties, which abut it including:

- The public's right to use Bennetts Cove.
- The Town of Cumberland's right to claim Bennetts Cove as a public landing.
- The descriptions of Bennetts Cove Road [AKA terminus of South Road] and Chandlers Cove Road, which traverse or abut a portion of the subdivision and provide access to two deep-water anchorages, both of which are used by commercial fishermen and recreational fisherman, boaters and bathers.

This study will discuss the research of the preceding issues and make recommendations regarding the disposition of the paper roads in *Nubble View*.

¹ Although the legislation refers to paper streets, this report will use the term road throughout to provide continuity and clarity.

II. Cumberland's Interest in the Nubble View Subdivision

The *Nubble View* Subdivision was created by the Chebeague Company, Inc. [CCRD: January 3, 1922, Plan Book 14/P40] and by deed [February 15, 1922, CCRD: B1094/P219]. The principals of the company were Robert B. Morse and Clyde Colbeth, Sr.

Robert Morse, a registered engineer, created the Plan of *Nubble View*. The subdivision included plans for 39 cottage lots, a hotel, and a casino. The hotel and casino were never built, and many of the lots were combined. The 39 original lots now represent ten house lots and two vacant lots now owned by the Town of Cumberland [Chebeague Company, CCRD: April 20, 1943, B1710/P273]. Two additional lots were created from land that had not been divided into house lots on the original plan. These lots include the casino lot [Hanscom, CCRD: March 16, 1953 B2123/P138] and a shore side lot bordering on Bennetts Cove Beach. The shore side lot includes part of an ice pond, a barrier beach, and the tidal island, known as the Nubble, which belongs to the heirs of Morse and Colbeth. The width of the roads in the subdivision range from 15-30 feet in width.² Access to the subdivision was originally from Bennetts Cove Road.³

During World War II, the Town of Cumberland acquired land and various rights in and adjacent to *Nubble View* from the Chebeague Company, the developer of *Nubble View*. In 1943, the Chebeague Company conveyed to the Town of Cumberland ownership of two lots and a portion of another parcel shown on the Plan of *Nubble View*. In addition, the Chebeague Company conveyed the use of at least one road and the wharf rights adjacent to the parcels to the Town of Cumberland [Chebeague Company, CCRD: April 20, 1943, B1710/P273]. The Town of Cumberland built Chandlers Cove Landing, which was later acquired by the State of Maine Department of Transportation.⁴ The Town retained the ownership of its upland holdings.

- *Some of the heirs of the Chebeague Company still own the fee in the Chebeague Company holdings.⁵ After extensive research of all properties in the subdivision, as well as abutting*

² North Lane -15 feet; Chandlers Lane-20 feet; Cove Road; Nubble Road-30 feet; Bennetts Lane 30 feet; Shore Lane-width not defined but shown on plan as extending from the shore side boundary of lots 27-39 to the edge of the bank as shown on the plan of *Nubble View*.

³Bennetts Cove was the point of beginning of the South Road AKA Main Road accepted by the Town of Cumberland at Town Meeting, 1850 and redefined by the Cumberland County Commissioners in 1871.

⁴ The history of the State's ownership of the wharf was not within the scope of this report.

⁵Morse, who owned 2/3 share of the Chebeague Company, Inc., married Carrie Ross and they had one daughter, Katherine. Katherine married J. Ashton Deveraux, and they had two daughters, C. Vail Traina, and Julia Glynn. Traina and/or Glynn may own Morse's fee in the streets in the subdivision.

Colbeth, who owned 1/3 share of the Chebeague Company, Inc., married Effie Woodsum and they had six children four of who are still living. The fee in this 1/3 undivided share may be owned by the six children of Annette MacGuire, the three children of Hazel Colbeth ?, the heirs of Clyde Colbeth Jr. and the surviving Colbeth children, Gerald, Lorena Ek, and Elizabeth Sanborn.

parcels, no evidence was found that the Chebeague Company or its successors transferred any of their rights in the shore to any of the lot owners in the subdivision. The developers did not convey rights to use the shore to any of the lot owners, with the exception of the wharf rights to the Town of Cumberland. Neither they nor their heirs transferred their rights in the streets shown on the plan of Nubble View. Therefore, if the Town were to abandon its claim to any or all of these roads the fee to the middle of the road would go to the abutters. However, as the remainder of this report will show, the Town of Cumberland may wish to retain rights in some of these roads to insure access for the lot owners as well as coastal access for the inhabitants of the Town.

II. Town of Cumberland's Rights in Chandlers Cove Road

Chandlers Cove Road, as it is known today, was defined and approved at three Town meetings over a period of nearly twenty years. Each of the three legs of the road has a different width.

Shortly after *Nubble View* was created, the Town of Cumberland voted to lay out a road which follows closely the first leg of the Chandlers Cove Road beginning at the South Road. At Town Meeting on March 3, 1925, the inhabitants of the Town voted to raise a sum of one hundred dollars to lay out and build a town highway at a point near the Chebeague Company's Store⁶ to the residence of Edmund L. Doughty [now Charles MacCatherin, Map I-1, Lot 44]. The last section of the road may have followed a piece of North Lane, a fifteen foot wide road, which was laid out in the Nubble View subdivision [CCRD: January 3, 1922, Plan Book 14/ Page 40]. After an exhaustive search of the Cumberland road records, a specific road description for the 1925 version of this road has not been found, nor is there a record of the Chebeague Company transferring the fee in North Lane to the Town.⁷

It is not known how much the town actually accomplished regarding the construction of the road in 1925. However, it is assumed that not much was done, because on March 7, 1933 the Town voted to appropriate \$500 to build "the road on the Western end of Chebeague Island as laid out August 10, 1932 by the selectmen". The road was accepted at Town Meeting on March 6, 1934 and was described as follows.

POB: at a point in the center of Bennett's Cove Road 45.5 feet from the southerly corner of the Chebeague Company's building (formerly store) and 15 feet southerly from the junction pole in the electric light Line of the Casco Bay Light and Water Company⁸

Thence: North 24 degrees West, 337.6 feet to a point
North 30 degrees, 15 minutes West 331.7 feet to a point
North 55 degrees 30 minutes East 131.8 feet to a point

The above described lines being the Easterly and Southerly boundaries of the road. The Westerly and Northerly boundaries being a series of lines parallel to and at a distance of 25 feet from the aforesaid lines, except that the last two resulting tangents shall be connected by an arc whose radius is twenty five feet with the center of the last named angle in the Easterly and Southerly boundaries, said road to have a width of 25 feet, and we agree with the owners of the land over which the road passes that the owners waive all land damages and we allow the several owners six months to take off the trees and wood growing or standing on said land.

Based on a recent survey, by Bruce Bowman, of the Clifford Barker property [I-1, lot 41], it has been determined that the first leg of the Chandlers Cove Road came out of the properties shown

⁷ Throughout much of the Town's history, the Town of Cumberland rarely acquired deeds to the roads it laid out and accepted which were on Chebeague.

⁸The point described is in the current intersection of the road to Deer Point, which is also the portion of the South Road, which leads to Bennett's Cove and the road to the Chandler's Cove Wharf.

on Map I-1, lots 50, 67, 37 and 38, located on the southerly side of the road. The northerly sideline of the road is known as one of Chebeague's Chandler lines and was established in the eighteenth century [Zachariah Chandler to Jonathan Chandler, February 4, 1778, CCRD: B10/P113].⁹

The Town of Cumberland Assessor's Map I-1, shows a gap in the Chandler's Cove Road adjacent to I-2, lots 50/41. The Chebeague Company conveyed lot 13 [now part of lot 50] to Ella M. Powers [CCRD: October 13, 1922, B1118/P234]. The conveyance was described as "commencing at the southeasterly corner of "Nubble Road" as shown on said plan; thence in a westerly direction following the southeasterly sideline of said "Nubble Road" 104.30 feet to the Northeasterly corner of lot 12 as shown on said plan." The description remained the same in a deed that Power's heirs conveyed to her grandson, Richard MacCormack, [CCRD: December 13, 1949, B1980/P408]. However, MacCormack changed the description when he conveyed the property to James Kuntz, the father of the present owners, who are the heirs of Janet Kuntz [CCRD: May 16, 1961, 2693/P330]. The deed read the same as the previous deed with a notable exception. The distance of the first course was changed from "104.30 feet" to "89.30 feet". **The difference is exactly 25 feet, which is the width described in the 1933 road description of what is now known as the first leg of the Chandlers Cove Road. This would indicate that MacCormack acknowledged that a portion of lot 13 was part of the Town road. Thus this section of the road was included in the original road description and was not conveyed by Richard MacCormack to James Kuntz.**

The Town Assessor's map shows this section of the road as a dotted line, which would indicate that the Town has a questionable title to that section of the road. Historically, the Town did not receive deeds for the property over which roads were laid out and accepted at Town Meeting as Town roads.¹⁰ In fact, the Town did not receive deeds from any of the owners of what are now known as I-2, lots 50, 67, 37 and 38. The description accepted at the Cumberland Town Meeting in 1934 [op. cit.] stated that the landowners had agreed to waive damages, but had six months to take off the wood. Sanford Doughty, owner of I-2, lot 67 remembered his mother, Minnie [who then owned lot 67] negotiating with the Town when the road was laid out. The absence of deeds does not mean the abutters retained rights. It was the way the Town of Cumberland did business. **The Town of Cumberland should contact Richard MacCormack and request a deed, which would clarify this situation for all time.**

The Town of Cumberland accepted an extension to what is now known as the Chandler's Cove Wharf Road on March 9, 1943. The road was laid out by the selectmen of the Town at a meeting held at "the head of the New Casco Bay Wharf in Chandlers Cove" on February 25, 1943. Neither a deed nor the specific description of the road has been found. In the past it had been assumed that the road followed Nubble Road, and was thirty feet wide as shown on the *Nubble View* plan, and ran to the intersection of Chandler's Lane and from there followed Chandler's Lane to the Casco Bay Wharf. However, during the spring of 1999, Bruce Bowman

⁹ See Barker Survey in the Appendix of this report.

¹⁰ The first deed found of a road right of way which was conveyed to the Town on Great Chebeague Island was a deed from John Small and Mary A. Charleson executed in 1927 for a section of what is now known as the John Small Road. [October 1, 1927, B1275/P79].

surveyed this section of the road and discovered that the traveled way is in part located to the West of Nubble Road as shown on the plan and has in fact, encroached on what are now the lots shown on the Cumberland Assessor's map I-1 as Lots 33[Heirs of James Rich]; 33A [Stephen Todd]; 52 [Richard MacCormack]; and 45[Harland and Mary Ellen Johnson Webber]. Nubble Road was shown as 30 feet wide, but Chandler's Lane was only 20 feet wide. However, it should be noted that the road description if and when, it is ever found might clarify this situation. The Chebeague Company granted the Town "the right in conjunction with others to the use of the Chandler's Lane for the purpose of travel". It would appear that the Chebeague Company did not convey the fee in Chandler's lane to the Town in this deed, but instead, granted the Town the right to use the road "for the purposes of travel." [CCRD: April 20, 1943, B1710/P273]. This same deed conveyed lots to the Town and granted them wharf rights, but it remained silent regarding the Town's use of Nubble Road, which lay between the 1934 section of the road and Chandler's lane. The Town may want to contact the Morse/Colbeth heirs and acquire a deed to this section of the road, or it may be sufficient to take care of it while acquiring rights in the paper roads in the subdivision.

- *The Town of Cumberland should eliminate the dotted lines from the first leg of the Chandlers Cove Road. If the Town wants to clarify the situation release deeds should be executed and the abutters should sign off their rights in the road. Richard MacCormack would own the rights in the road adjacent to lot thirteen rather than the Kuntz heirs. He lives on Chebeague, should the Town decide to contact him.*
- *All other property owners with rights in the relocation of Nubble Road would be the abutting property owners of record located on the south side of the road. However, if the Town begins such a project, every road on Chebeague could have similar problems.*
- *It should be noted that the three legs of the Chandlers Cove Wharf Road are of different widths. The section which runs from the South Road is 25 feet wide; the section that follows widest, 30 feet, followed what was shown as Nubble Road; and the section known as Chandlers Lane is shown on the plan as 20 feet wide.*
- *Without taking further action or without finding additional information, the Town of Cumberland's claim on the location and width of the road as it runs through the Nubble View subdivision must follow the Nubble View plan. However, the Town may want to clarify the situation regarding the portion of Nubble Road that is already shown as a Town road, and acquire rights in the road from the Morse and Colbeth heirs.*
- *Only a survey will determine if the present road falls within the right of ways shown on the Nubble View plan and the 1933 road description. Once that survey is complete, the Town will have to determine (1) if the road, as it exists, is compatible with its original description, (2) if the road, as it stands, meets the needs of the Town and (3) if further action needs to be taken.*

- *If a specific road description is not found the successors of the Chebeague Company could execute a deed which would define the bounds of the road and legitimize the use of the road which has been traveled on by the public for more than for more than fifty years.*

IV. Town Property in the Vicinity of the Chandlers Cove Wharf

The Chebeague Company conveyed lots 29/30 as shown on the Nubble View Plan and "a 20 foot strip of land extending along the entire Northeasterly side of lot 17" on Chandler's Lane as shown on the Nubble View subdivision plan, to the Town of Cumberland [CCRD: April 20, 1943, B/P 273]. The property was described to be used "together with the right in conjunction with others to the use of the said Chandler's Lane for the purposes of travel." The lots were conveyed to be "used only for highway purposes," but the Town was granted "the right to authorize" anyone "to build a wharf connected with the shore opposite the premises here in conveyed for the purpose of handling freight and passengers."¹¹ The deed was executed on November 16, 1942 before the Town Road was laid out, although it was registered after the Town accepted the road. The Wharf was built during World War II, by the Town of Cumberland, when the other wharves used by the Casco Bay Lines were acquired by the US Government or made extremely inconvenient by the construction of submarine nets which cut off parts of Casco Bay. The State of Maine now owns, regulates, and maintains the Chandlers Cove Wharf.

Lots 29 and 30 are shown on Cumberland Assessor's map I-1 as lots 54 and 55. These lots are presently used as parking lots for cars, whose owners use the wharf at Chandlers Cove for passenger travel, recreational and commercial fishing, and boating. The Town of Cumberland maintains a public telephone on the property. Central Maine Power Company and Bell Atlantic park vehicles there on a long-term basis to use as needed. As presently configured, the area is very congested and is inadequate to meet the needs of the users especially during the summer months.

Lot I-1, 54 [29] borders 50 feet on Chandler's Lane and runs back 100 feet from the road. Lot I-1, 55 [30] runs approximately 113 feet along Chandler's Lane and is 50 feet wide. The back line parallel to Chandler's Lane is 128 feet long. The westerly sideline of lot 55 abuts the paper street known as Shore Lane. The width of Shore Lane varies as it meanders along a cliff bordering Chandlers Cove. Shore Lane is not defined on the plan, although the width would appear to be approximately 20-30 feet from the property lines to the cliff on the shoreside. There is no record that the Chebeague Company conveyed the fee or any rights in Shore Lane to any party, nor did they convey the fee or rights to the shore adjacent to it to anyone. Therefore, the heirs of Morse and Colbeth appear to own the fee in the road and headland.

For decades the area adjacent to lot I-1, 55 which is shown on the *Nubble View* plan has been used for the storage of fishing gear, access to the water and vehicular parking. Maintaining the historical uses of this section of Shore Lane, adjacent to lot 55 should be a priority when the Town deliberates the future of the paper streets in the *Nubble View* subdivision. Because of its meandering nature and proximity to eroding cliffs, sections of Shore Lane would not be suitable for regular vehicular traffic, with the following notable exceptions; the area

¹¹During World War II Chebeague's regular transportation, routes were drastically impacted by the military presence in Casco Bay. Chandler's Cove Wharf was built at a location, which was inside the submarine nets and made travel to Portland more convenient.

adjacent to lot I-1, 55 and the northeast side of lot 56 [Linda and Peter Carleton] and section of the road adjacent to lots I-1, 45, 46 [Harland and Mary Ellen Webber] and 47 [Kenneth Marsh]. Shore Lane is the only legal access to a Town road for the owners of lots I-1, 47 [Marsh] and I-1, 56 [Carleton]. Marsh and Carleton could access the Chandlers Cove Road via Shore Road to North Lane as laid out on the Plan of *Nubble View* which runs to the Town road, now known as the Chandler's Cove Road, near the home of Clifford Barker [I-1, Lot 41]. Marsh and Carleton are the only current owners of lots in the original *Nubble View* plan whose access would be in jeopardy if the rights in the paper streets were extinguished. The Town of Cumberland should consider their access issue when determining the future of Shore Lane and North Lane. A survey of the roads would be necessary to determine if the roads as laid out have eroded over time.

Shore Lane crosses Chandler's Lane and continues along the shore to the point where it joins Bennetts Lane, a paper street that runs to the Town road at Bennetts Cove.

Because of erosion, the bounds of Shore Lane/North Lane should be surveyed to see how much upland still exists and to determine the bounds of the lots abutting it. Any improvements to Shore Lane would have to be made within the original bounds of the Shore Lane right of way unless the abutters acquired additional land. In addition, the Town should consider retaining a pedestrian public access easement over the entire length of Shore Lane, which would provide an opportunity for the public to enjoy this scenic area.

The Chebeague Company conveyed a 20 by 100-foot strip of land, which was a part of lot 17 [now part of I-1, lot 58] to the Town in the same deed as the parking lots and wharf rights [CCRD: April 20, 1943, B/P 273]. Subsequently, Clyde Colbeth and Carrie Morse successors of the Chebeague Company sold James and Priscilla Rich, the same lot 17 [CCRD: August 12, 1960, B2558/P386].¹² This conveyance did not mention the 20-foot strip of land that had previously been conveyed to the Town of Cumberland. In a later deed executed to settle the estate of James Rich, Jr., his widow, Priscilla made no mention of the Town's interest in this lot. Priscilla Rich has since conveyed all of lot 17 to her sister-in-law Florence Rich [CCRD: November 7, 1995, B1220/P257].¹³ The Cumberland Assessor's map shows a small piece cut out of this lot where it abuts the road. At present Rich crosses the Town property to reach her house, however it would appear that the legal access to what is known as I-1, lot 58 is the paper portion of Nubble Road.

- *The Town has two options to make sure the Riches have access to the Town Road. The Town could grant an easement to Florence Rich over the Town owned portion of lot 17 or the Town could retain its rights in Nubble Road and extend the Town road to provide the Riches access. The later may be a preferred method because it would leave more space available for parking and a turn around.*

¹² The Riches had previously acquired the lots shown as 14, 15, and 16 from James W. Ross [CCRD: May 19, 1953, B2127/P474]. These lots as well as 17 are shown on Cumberland Assessor's map I-1 as lot 58.

¹³ During the course of this study, I discovered that Priscilla Rich inadvertently conveyed only part of her holdings to her sister-in-law, Florence Rich. She failed to convey lots 14, 15, and 16. Legally Priscilla Rich still holds title to these lots, although they are taxed to Florence Rich. I made copies of the pertinent documents and spoke to the Riches who were unaware of the problem. They have hired an attorney and are in the process correcting the situation. They have also been informed that the deed to lot 17 is in error.

- *Marsh and Carleton are the only current owners of lots in the original Nubble View plan whose access would be in jeopardy if the rights in the paper streets were extinguished. The Town of Cumberland should consider their access issue when determining the future of Shore Lane and North Lane. A survey of the roads would be necessary to determine if the roads as laid out have eroded over time.*
- *Shore Lane crosses Chandler's Lane and continues along the shore to the point where it joins Bennetts Lane, a paper street that runs to the Town road at Bennetts Cove. Because of erosion, the bounds of Shore Lane/North Lane should be surveyed to see how much upland still exists and to determine the bounds of the lots abutting it. Any improvements to Shore Lane would have to be made within the original bounds of the Shore Lane right of way unless the abutters acquired additional land. In addition, the Town should consider retaining a pedestrian public access easement over the entire length of Shore Lane, which would provide an opportunity for the public to enjoy this scenic area.*

IV. Cumberland's Rights in the Beach and Intertidal Zone at Bennetts Cove

Bennetts Cove is located on the southwesterly end of Chebeague and faces the Town of Long Island. Named after Stephen Bennett, who settled on Chebeague in 1807, Bennetts Cove is sheltered by the ledges of Deer Point on one side and what is known as Old House Point on the other.¹⁴ A tidal, treeless island known as the Nubble bisects Bennetts Cove. The Cove has a barrier beach, which protects a fresh water pond, from being breached by the sea. Ice was once harvested from the pond that is now the home of migrating songbirds, ducks, and other wildlife. Wild flowers bloom along the edges of the pond and dune grass protects nature's delicate balance by controlling erosion. The upland adjacent to the pond has a very gradual slope making Bennetts Cove accessible to even the most physically challenged.

Bennett's Cove has a long history of coastal access. Its safe harbor and proximity to Long Island and Portland made it a natural place for a Town landing for more than a century.¹⁵ Today, the Cove is used for launching boats, as well as a landing site for barges bringing freight onto the island and removing trash from the island. The shore on both sides of the road is used for recreation, haul offs and the storage of fishing gear.

Although it is assumed, that Bennett's Cove was a primary access point to and from Great Chebeague for nearly two centuries, no references to Bennetts Cove were found in the records of North Yarmouth or Cumberland until 1850.¹⁶ At that time, the residents of Cumberland voted to accept the first town "road" on Chebeague. Originally laid out as a two-rod private way, the road was accepted at Town meeting on April 6, 1850. Funds to build the road were authorized to come only from Island taxpayers. The 1850 road had two legs, which were very nearly the same as the present North Road and South Road. The road description began "...near the shore on the land of Henry Mansfield, Jr." and ran to "the shore near the house of David Bennett".¹⁷ The cellar hole adjacent to Bennett's Cove Road on Lot I-1-59 is thought to be the site of the house of David Bennett which was referenced in the 1850 road description.¹⁸ Henry Mansfield lived near the sand bar to Little Chebeague in the house now owned by Susan Stavropolous. Both of the roads that went to the shore were on the West End of Chebeague closest to Portland, so it can

¹⁴ David Chandler to Stephen Bennett [CCRD: December 29, 1807, B54/P227]. A part of his home still stands and is the home of O. Mauritz Froding, whose late wife, Laura, was a Bennett descendant.

¹⁵ Although the islands were always in two different Towns, the people of Great Chebeague and Long Island were socially, economically and religiously entwined. To this day, many residents of both islands share a common ancestry. They attended each other's churches and worked together on the sea. This connection is supported by many primary documents.

¹⁶ At the request of Cumberland's town manager, Robert Benson, I read all of the North Yarmouth Town Meeting records that exist from the establishment of the Town to 1821 when Cumberland separated from North Yarmouth. I then proceeded to read all of the Cumberland Town Meeting records from 1821 to 1972 when Cumberland adopted the Council Manager form of government. The goal of this time consuming exercise was to document any action the selectmen had taken regarding coastal access on the mainland of Cumberland and Chebeague Island. The primary objective was to find evidence to support the Town's claim that Bennetts Cove was a Town landing.

¹⁷ Cumberland Road Records: pp 7-8.

¹⁸ See house marked Bennett on 1889 plan by Silas Skillin, Surveyor. [CCRD: July, 7, 1905, B772/P193]

be assumed that the road description was legitimizing traditional use.¹⁹ Town records indicate that the road was never actually built to be more than a cart road. Islanders probably cleared the trees and established a common way, which allowed travel from one part of the island to another. Deeds executed after 1850 recognize the existence of the road right-of-way.

Shortly after the Civil War, some of the residents of Chebeague sued the Town of Cumberland to force the Town to build a Town road on the island.²⁰ The suit was brought after numerous petitions for a road were rejected at Town Meeting. As a result of the court action, the Cumberland County Commissioners redefined the 1850 private way, and laid it out as a three-rod road. The inhabitants of the Town of Cumberland accepted the redefined road on March 7, 1871. The 1871 road is what are now the North and South Roads. The Bennetts Cove Road was laid out as part of the South Road. The first leg of this road ran from "a stake and stones on the East End near the home of John Hamilton II²¹ to Bennetts Cove on Ross and Hamilton's land." *Ross and Hamilton* was a general store and was the predecessor of *Hamilton and Company*. Located on what was formerly known as Hamilton Landing and is now known as the Stone Wharf, this business flourished on Chebeague during the 1850's and 1860's. *Ross and Hamilton* invested in local real estate, owned shares in sloops, schooners, and fishing boats, and held many island mortgages. The company may have held an unregistered mortgage on a portion of a lot abutting the David Bennett property. Neither a registered deed nor a mortgage to property, in which *Ross and Hamilton* had an interest, on or near that site, has been found. However, Syrena Bennett mortgaged the property in question to John Hill [CCRD: April 29, 1868, B359/P461]. She then conveyed it to Joseph Fisher [CCRD: October 21, 1868, B365/P102]. Fisher recorded a mortgage to Nathan and Henry Cleaves [CCRD: December 31, 1883, B505/P16]. Either way is probable that an unregistered mortgage, which was common knowledge at the time, was in place when the road description was created.

David Bennett's property abutted what is assumed to be the Ross and Hamilton lot. The road's described location is very close to the site shown on an August, 1889 survey of properties abutting Bennetts Cove [CCRD: July 7, 1905, B775/P193]. The description is also consistent with the Chebeague Company's plan of the Nubble View subdivision [CCRD: January 3, 1922, Plan Book 14/Page 40]. The road was described as running to the shore, which would indicate that, the Town intended the road to be used as a point of coastal access.

It is presumed that the Town of Cumberland considered Bennetts Cove as a Town Landing on Chebeague. At Town Meeting, March 4, 1878, the inhabitants of the Town voted:

¹⁹ The 1876 diary of Joshua Jenks who lived on Little Chebeague makes frequent reference to this access. Both of these roads converged near what is known as the District 9 SchoolHouse AKA the Old Town garage and continue the land of John Hamilton AKA Uncle Jack who lived near the present Gwillim house. However, this end of the road did not go to the shore, because it was not an important Chebeague access point.

²⁰ Cumberland Road Records: pp 23-27.

²¹ The property of John Hamilton II became the Merriam Point subdivision. His home in 1871 was the house now owned by the Gwillims, which was in the vicinity of the house he occupied in 1850.

... not to move the Town Landing on Chebeague Island from the land owned by David Bennett on Deer Point so called, to land of the Heirs of Benjamin Hamilton at Saltworks Point, so called, near the center of the Island on the South side.²²

David Bennett owned all of the land abutting the shore from the beginning of the present Bennett's Cove Road on the beach, around what is known as Old House Point, to beyond the present Chandler's Cove Landing to a point where Lot I-1-43 abuts Lot I-1-22. David Bennett received \$37 compensation for his fee in the 1871 road, [Cumberland Road Records: pp 7-8; 23-27]. There is no other record that David Bennett conveyed any property to the Town, nor is there any reference to this landing on any deed. David Bennett's property abutted what is thought to be the *Ross and Hamilton* lot. Based on the historical method of record keeping in the Town of Cumberland it would be logical to conclude that the Town Warrant for 1879 was drafted without consulting the Town of Cumberland's official road records. It is probable that when the inhabitants voted to retain the Town landing described above, they were voting to retain coastal access at Bennetts Cove as described in the road description laid out by the Cumberland County Commissioners and accepted at the Town Meeting on March 7, 1871.

Based on extensive research of deeds abutting Bennetts Cove, it would appear that the heirs of Morse and Colbeth might own the fee in the upland abutting the intertidal zone adjacent to the terminus of the Bennetts Cove Road.²³ However, they may not have rights in the intertidal adjacent to the Town road. The shoreline of Bennetts Cove was conveyed to Stephen Bennett in a deed from David Chandler [CCRD: December 29, 1807, B54/P227]. The deed read...by the seashore as the shore runs.... In using the phrase "by the bank", Chandler may have intended to convey only that portion of the lot that was adjacent to the bank as it existed in 1807. The conveyance makes no mention of the seashore, the flats or the waters of Casco Bay nor does Chandler use any language, which could be so construed. No records have been found at the Cumberland County Registry of Deeds, which would indicate that Chandler or any of his heirs conveyed additional rights to Bennett or his successors. If Chandler retained the rights to the upland below the bank and the intertidal zone, there may be no basis for subsequent transfers of rights in the shore and flats abutting the property David Chandler conveyed to Stephen Bennett. At the time this deed was constructed, the phrase "by the sea shore" was interpreted as granting rights to high water mark.

...a usage has prevailed, which now has force as our common law, that the owner of lands bounded on the sea or salt water shall hold to low water mark, so that he does not hold more than one hundred rods below high water mark....

...This rule applies only in cases where the grantor seized of the upland and flats, in conveying his land, bounds the land sold on the sea or salt water, or describes other boundaries of equivalent meaning, without any reservation of the flats. But the owner

²² The land of the heirs of Benjamin Hamilton eventually became Central Landing, which was the subject of a previous Cumberland Coastal Access study.

²³ The heirs of Robert Morse appear to own the fee in the upland abutting the intertidal zone at Bennetts Cove adjacent to I-1, Lot 63 which includes most of the beach. They acquired these rights through the acquisition of heirship property. Lot 63 was never part of *Nubble View*.

may sell his upland without the flats, or the flats, or any part there of, without the upland...²⁴

Because David Chandler did not use commonly used phrases which specified ownership of the flats such as "on the water side" or "by the sea", it would appear that these rights were not conveyed to Stephen Bennett. This premise has precedent in the case of *Store vs. Freeman*. "The court in *Storer* correctly saw the issue as one of "the construction of the deeds of conveyance", *Id.* at 439, and held the flats were not conveyed by a deed that described the coastal boundary as "by the shore".²⁵ If this is the case, the upland owners of the parcels abutting Bennetts Cove may not have any more rights in the intertidal zone than the general public.

- *The Town of Cumberland should research this matter further to determine what steps could be taken to provide unrestricted public access to the shore at Bennetts Cove. They should work with the Albert and Vail Traina, who have an interest in much of the upland abutting Bennetts Cove. The Tainas have expressed an interest in preserving public access to the beach as well as permanently protecting the barrier beach and the Bennetts Cove Ice Pond.*
- *Evidence in this report supports the Town of Cumberland's claim that there is a Town Landing at the terminus of the Bennetts Cove Road which is three rods wide.*
- *The Town of Cumberland should research this matter further to determine what steps could be taken to provide unrestricted public access to the shore at Bennetts Cove. They should work with the Albert and Vail Traina, who have an interest in much of the upland abutting Bennetts Cove. The Tainas have expressed an interest in preserving public access to the beach as well as permanently protecting the barrier beach and the Bennetts Cove Ice Pond.*

²⁴ *Storer v. Freeman*, 6 Mass. 435, 437 (Supreme Jud. Ct., County of Cumberland, 1810).

²⁵ Ann Wagner. Cumberland Original Proprietors Shoreline Reservation Study. Town of Cumberland, 1978, P 31.

Summary

II. Cumberland's Interest in the Nubble View Subdivision

- *Some of the heirs of the Chebeague Company still own the fee in the Chebeague Company holdings. After extensive research of all properties in the subdivision, as well as parcels, no evidence was found that the Chebeague Company or its successors transferred any of their rights in the shore to any of the lot owners in the subdivision. The developers did not convey rights to use the shore to any of the lot owners, with the exception of the wharf rights to the Town of Cumberland. Neither they nor their heirs transferred their rights in the streets shown on the plan of Nubble View. Therefore, if the Town were to abandon its claim to any or all of these roads the fee to the middle of the road would go to the abutters. However, as the remainder of this report will show, the Town of Cumberland may wish to retain rights in some of these roads to insure access for the lot owners as well as coastal access for the inhabitants of the Town.*

III. Town of Cumberland's Rights in Chandlers Cove Road

- *The Town of Cumberland should eliminate the dotted lines from the first leg of the Chandlers Cove Road. If the Town wants to clarify the situation release deeds should be executed and the abutters should sign off their rights in the road. Richard MacCormack would own the rights in the road adjacent to lot thirteen rather than the Kuntz heirs. He lives on Chebeague, should the Town decide to contact him. All others with rights would be the abutting property owners of record located on the south side of the road. However, if the Town begins such a project, every road on Chebeague could have similar problems.*
- *It should be noted that the three legs of the Chandlers Cove Wharf Road are of different widths. The section which runs from the South Road is 25 feet wide; the section that follows widest, 30 feet, followed what was shown as Nubble Road; and the section known as Chandlers Lane is shown on the plan as 20 feet wide.*
- *Without taking further action or without finding additional information, the Town of Cumberland's claim on the location and width of the road as it runs through the Nubble View subdivision must follow the Nubble View plan. However, the Town may want to clarify the situation regarding the portion of Nubble Road that is already shown as a Town road, and acquire rights in the road from the Morse and Colbeth heirs.*
- *Only a survey will determine if the present road falls within the right of ways shown on the Nubble View plan and the 1933 road description. Once that survey is complete, the Town will have to determine (1) if the road, as it exists, is compatible with its original description, (2) if the road, as it stands, meets the needs of the Town and (3) if further action needs to be taken.*

IV. Town Property in the Vicinity of the Chandlers Cove Wharf

- *The Town has two options to make sure the Riches have access to the Town Road. The Town could grant an easement to Florence Rich over the Town owned portion of lot 17 or the Town could retain its rights in Nubble Road and extend the Town road to provide the Riches access. The later may be a preferred method because it would leave more space available for parking and a turn around.*
- *Marsh and Carleton are the only current owners of lots in the original Nubble View plan whose access would be in jeopardy if the rights in the paper streets were extinguished. The Town of Cumberland should consider their access issue when determining the future of Shore Lane and North Lane. A survey of the roads would be necessary to determine if the roads as laid out have eroded over time.*
- *Shore Lane crosses Chandler's Lane and continues along the shore to the point where it joins Bennetts Lane, a paper street that runs to the Town road at Bennetts Cove. Because of erosion, the bounds of Shore Lane/North Lane should be surveyed to see how much upland still exists and to determine the bounds of the lots abutting it. Any improvements to Shore Lane would have to be made within the original bounds of the Shore Lane right of way unless the abutters acquired additional land. In addition, the Town should consider retaining a pedestrian public access easement over the entire length of Shore Lane, which would provide an opportunity for the public to enjoy this scenic area.*

V. Cumberland's Rights in the Beach and Intertidal Zone at Bennetts Cove

- *The Town of Cumberland should research this matter further to determine what steps could be taken to provide unrestricted public access to the shore at Bennetts Cove. They should work with the Albert and Vail Traina, who have an interest in much of the upland abutting Bennetts Cove. The Tainas have expressed an interest in preserving public access to the beach as well as permanently protecting the barrier beach and the Bennetts Cove Ice Pond. -*
- *Evidence in this report supports the Town of Cumberland's claim that there is a Town Landing at the terminus of the Bennetts Cove Road which is three rods wide.*
- *The Town of Cumberland should research this matter further to determine what steps could be taken to provide unrestricted public access to the shore at Bennetts Cove. They should work with the Albert and Vail Traina, who have an interest in much of the upland abutting Bennetts Cove. The Tainas have expressed an interest in preserving public access to the beach as well as permanently protecting the barrier beach and the Bennetts Cove Ice Pond.*

Conclusion

The paper roads in the Nubble View Subdivision provide an opportunity for the Town of Cumberland to acquire more coastal access in an area that is highly valued by islanders.

- Shore Lane, a paper road, which is located between the subdivision lots and Chandlers Cove, coupled with Bennetts Lane, another paper road, could provide a scenic walking path for residents, in addition to providing the only legal access for some homeowners. In addition, these two roads would connect Town access points at Bennetts Cove and Chandlers Cove.
- The relationship between the Town road and some of the roads shown on the subdivision plan are unclear and should be clarified. Sections of both North Lane and Nubble Road appear to be included in parts of Town accepted roads.
- The Town should meet with Richard MacCormack and resolve the problems with the Chandlers Cove Road as outlined in this report.
- The Town of Cumberland should work with Florence Rich, Albert Marsh and Peter and Linda Carleton to resolve access issues to their homes.
- The Casco Bay Boat has landed at the wharf off the subdivision in Chandlers Cove since World War II, and the Town owns three small parcels adjacent to the wharf. Commercial and recreational fishermen and boaters also use this area. Improvements should be made that are beneficial to the public while being respectful of the abutters.
- The terminus of the Bennetts Cove Road has served as a Town landing for more than 120 years. Fishermen have used the road and the surrounding area on the beach for generations, and the beach is also used for picnicking and swimming. The Town should protect its rights at Bennetts Cove and work with abutters to improve opportunities for public access.
- The following summary of the conclusions of this report should be studied and acted upon.
- The Town of Cumberland Planning Board should hold a public hearing and make recommendations to the Cumberland Town Council regarding the future of the paper streets in *Nubble View*.

Town of Cumberland
Special Meeting of the Cumberland Town Council

Monday, June 17, 2002

Numbering of items???

1. Call to order in the Cumberland Town Hall Council Chambers at 7:00 p.m.
2. Swearing-in of Newly-elected Town Councilors
3. Election of Chairman and Vice Chairman
4. To authorize the Town Manager to expend up to \$2,000 from the Land Acquisition Fund re: option to purchase property on Chebeague Island, Map ____ Lot ____
5. Workshop: Chebeague Long Range Plan
6. Workshop: Paper Streets
7. To have Planning Board hold Meeting on Chebeague Island re: Paper Streets.
8. Correspondence??
9. New Business??
10. Adjourn

**TOWN OF CUMBERLAND
SPECIAL MEETING OF THE TOWN COUNCIL
JUNE 21, 2002**

**CUMBERLAND TOWN HALL
EAST CONFERENCE ROOM
9:00 a.m.**

I. Call to order in the East Conference Room at Cumberland Town Hall at 9:00 a.m.

II. Legislation and Policy

02 – 62. To conduct mediation in conjunction with Hope Island
secession request.

MEMBERS OF THE TOWN COUNCIL

Stephen Moriarty	829-5095	Donna Damon	846-5140
Mark Kuntz	829-6482	Harland Storey	829-3939
Michael Savusuk	781-3061	William Stiles	829-6679
Jeffrey Porter	829-4129		

Town of Cumberland web site: www.cumberlandmaine.com

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SPECIAL MEETING OF THE TOWN COUNCIL
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**TOWN OF CUMBERLAND
SPECIAL MEETING OF THE TOWN COUNCIL
JUNE 21, 2002**

**CUMBERLAND TOWN HALL
EAST CONFERENCE ROOM
9:00 a.m.**

I. Call to order in the East Conference Room at Cumberland Town Hall at 9:00 a.m.

II. Legislation and Policy

02 – 62. To commence Hope Island Secession Mediation.

To conduct med - 2 w/ 2

HI sec request.

MEMBERS OF THE TOWN COUNCIL

Stephen Moriarty (Chair)	829-5095	Donna Damon	846-5140
Mark Kuntz	829-6482	Harland Storey	829-3939
Michael Savusuk	781-3061	Peter Bingham	829-5713
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SPECIAL CUMBERLAND TOWN COUNCIL MEETING
JUNE 21, 2002

CUMBERLAND TOWN HALL
EAST CONFERENCE ROOM

9:00 A.M

- I. Call to Order in the Council Chambers at Cumberland Town Hall at 7:00 p.m.
- II. Legislation and Policy

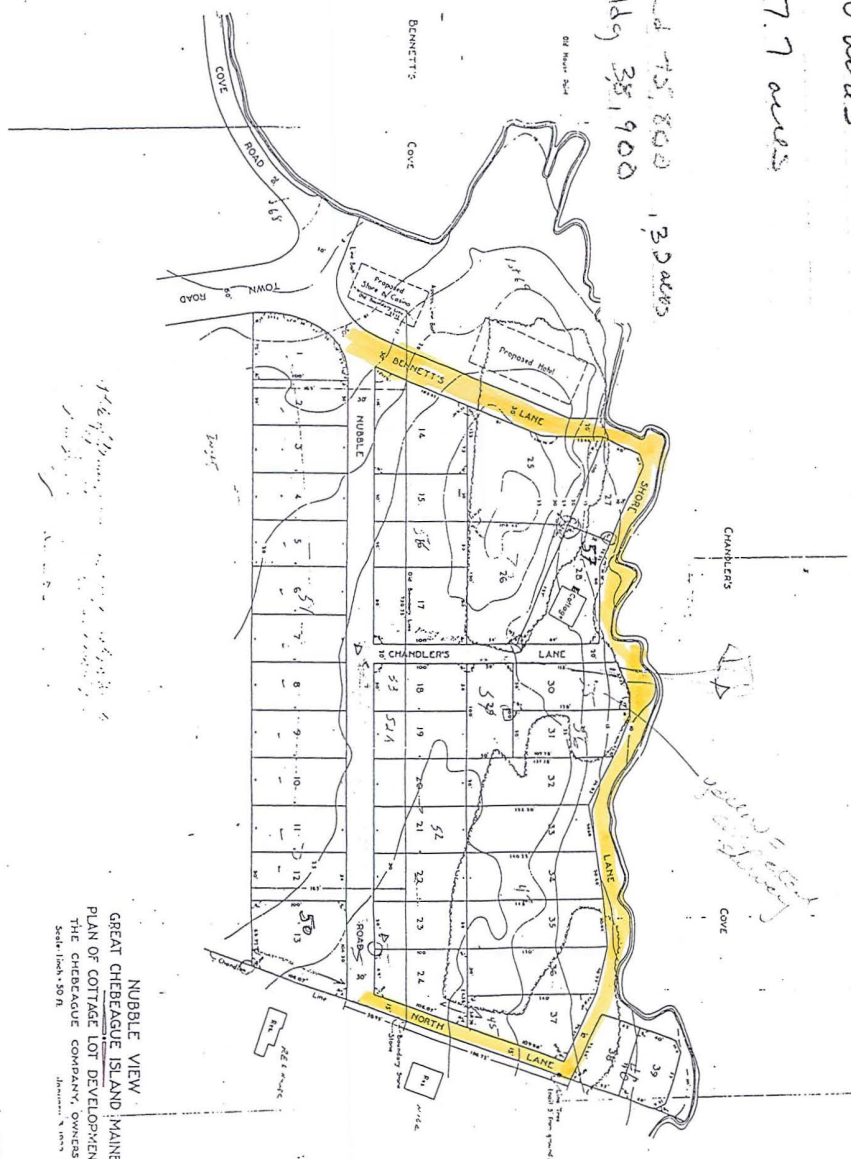
item number? Commencement of Hope Island Seccession Mediation.

IOI 55 14 acres
54 10 acres

IOI 18 7.7 acres

IOI 56 - 1000 75,800 130 acres
Bldg 38,900

PLAN BOOK 114 PAGE 115



NUBBLE VIEW (11)



THE GREATER PORTLAND COUNCIL OF GOVERNMENTS

Council
by
mail
neg

GPCOG General Assembly Meeting

Tuesday, June 18, 2002

4:45 p.m. at DoubleTree Hotel
1230 Congress Street
Portland, ME

Followed by Barbecue & SeaDogs Game

BUSINESS MEETING AGENDA

1. **Call to Order**
2. **Minutes: General Assembly Meeting of June 21, 2001**
Discussion/Motion to Approve
3. **Proposed Operations Budget for FY 2002-2003**
Introduction. Neal Allen, Executive Director
Summary. Ann Mazerolle, Director of Finance
Discussion/Motion to Approve
4. **Proposed Bylaws Revisions**
Discussion/Motion to Approve
5. **Report of Nominating Committee**
A slate of Officers and Steering Committee members will be presented for adoption.
6. **President's Report – James Cloutier**
Executive Director's Report – Neal W. Allen
7. **Adjourn to Barbecue and SeaDogs Game**

Serving the Greater Portland and Lakes Region Communities

233 Oxford Street ♦ Portland, Maine 04101 ♦ Telephone (207) 774-9891 ♦ Fax (207) 774-7149

REGISTRATION FORM

Please be our guest at the
GPCOG Annual Meeting of the General Assembly
June 18, 2002

4:45 p.m.
at the
DoubleTree Hotel
1230 Congress Street
Portland, ME

Followed by
Barbecue & SeaDogs Game
At Hadlock Field

Shuttle bus service will be provided from the DoubleTree to Hadlock Field.
Return trips will be provided during the evening.

Barbecue will begin around 6:30 p.m.
Game starts at 7:00 p.m.

- ☐ Yes, I will be attending the Annual Meeting & Barbecue/SeaDogs Game
- ☐ I will be attending the Annual Meeting only
- ☐ I will be attending only the Barbecue/SeaDogs Game
- ☐ No, I will not be attending either event

Name: _____

Name: _____

Affiliation: _____

Affiliation: _____

I would like to bring a guest to the Barbecue & SeaDogs game (\$20.00).

Name: _____

☐ Check enclosed for my guest

- ☐ Please mail me my tickets
- ☐ I will pick up my tickets at the General Assembly meeting at the DoubleTree (before 6:30)

PLEASE RETURN BY JUNE 10TH
Fax: 774-7149 Phone: 774-9891
E-mail: madams@gpcog.eddmaine.org