Maine Turnpike Authority

2360 Congress Street Portland, Maine 04102

Daniel E. Wathen, Augusta, Chairman Robert D. Stone, Auburn, Vice Chairman Thomas Zuke, Kennebunk John E. Dority, Augusta Michael J. Cianchette, Cumberland Ann R. Robinson, Cumberland Karen S. Doyle, Chief Financial Officer MaineDOT, Ex-Officio Peter Mills, Executive Director Douglas Davidson, Chief Financial Officer & Treasurer Peter S. Merfeld, P.E., Chief Operations Officer Jonathan Arey, Secretary & General Counsel

July 14, 2017

Marybeth Richardson, Hearing Officer Department of Environmental Protection 312 Canco Road Portland, ME 04193

Re: Maine Turnpike Authority, York Toll Plaza L-27241-TG-A-N L-27275-TP-A-N

Hearing Officer Richardson:

It has been brought to our attention that the attached evidence of right, title and interest was not included in the application submitted to the Department. Because the Maine Turnpike Authority ("Authority") has the power of eminent domain, such evidence may not be required; but the fact is that eminent domain will not be used to support this project because the necessary rights were otherwise owned or acquired. In order to correct that technical omission, we respectfully request that the Department reopen the record to allow this letter and its attachments to be included.

Pursuant to its authority to operate and maintain a turnpike "from a point at or near Kittery in York County to a point at or near Augusta in Kennebec County" under 24 MRSA §1963, the Maine Turnpike Authority ("Authority") owns a long established right of way that is delineated on the surveys and drawings filed with this application. In addition to its right of way, the only other property necessary to carry out the proposed project has been acquired by the Authority pursuant to the following<sup>1</sup>:

- 1. Attached deeds by which the Turnpike acquired the Morrison family land on the west side of the Turnpike as recorded on August 28, 2014, in the York County Registry of Deeds in Book 16881 at Pages 620 through 625..
- 2. An attached agreement of September 29, 2016, for James M. and Karen A. Prichard as trustees to convey to the Authority an abutting parcel on the west of the Turnpike as shown on a plan by Sebago Technics dated August 11, 2016.
- 3. An attached agreement of October 3, 2016, for the York Water District to convey to the Authority abutting land as shown on a plan by Jacobs Engineering dated July 8, 2016.

We apologize for any inconvenience associated with this omission.

Yours truly, Peter Mills

Executive Director, Maine Turnpike Authority

<sup>&</sup>lt;sup>1</sup> The Authority has eminent domain power over all property interests needed to carry out the proposed York Toll Plaza project pursuant to 24 MRSA §§1963 &1965. As stated in this letter, the Authority has already acquired without the use of eminent domain all interests believed to be necessary. However, should the use of eminent domain be required, the Authority will comply with state law that extends a system of rights and protections to property owners, with corresponding obligations for acquiring agencies. State law sets forth a process for establishing value (just compensation) and negotiating with owners to encourage amicable settlements, thereby minimizing resort to courts for condemnation. An important part of state law provides a system of protections and benefits to persons who are displaced as a result of public projects.



BK 16881 PGS 620 - 620 INSTR # 2014035117 RECEIVED YORK SS

08/28/2014 11:32:02 AM DEBRA ANDERSON **REGISTER OF DEEDS** 

KNOW ALL MEN BY THESE PRESENTS that I, MARY P. MORRISON of 318 Ashby Drive, Davidson, NC 28036, for consideration paid do hereby grant to MAINE TURNPIKE AUTHORITY 2360 Congress St., Portland, Maine 04102 with Quit Claim Covenants the land in York. County of York and State of Maine more particularly described as follows:

A certain lot or parcel of land situated on the Northerly side of Morrison Drive in the Town of York. County of York and State of Mine, and being Lot "D", "F", AND "H", as shown and delineated on plan entitled "Division of Land Plan for The Morrison Family", Chase's Pond Road, York, Maine by Anderson-Livingston Engineer's, Inc., dated August 25, 2005, and recorded in the York County Registry of Deeds in Plan Book 305, Page 46.

Meaning and intending to convey and hereby conveying the same premises described in deed of Troy C. Prince et al to the Grantor herein dated October 28, 2005 and recorded in the York County Registry of Deeds in Book 14664, Page 505, Book 15944, Page 691<sup>\*</sup> and Book 15944, Page 695.

WITNESS my hand and seal this / day of August, 2014.

STATE OF NORTH CAROLINA KINDURGCIUN SS

2014

Then personally appeared the above named MARY P. MORRISON and acknowledged the foregoing instrument to be her free act and deed.

Before me. arv Public



\*which deed incorrectly identifies Lot F as Lot D by virtue of a scrivener's error.



BK 16881 PGS 621 - 621 INSTR # 2014035118 RECEIVED YORK SS 08/28/2014 11:32:02 AM DEBRA ANDERSON REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS that I, **TROY C. PRINCE** of, 318 Ashby Drive, Davidson, NC 28036 for consideration paid do hereby grant to MAINE TURNPIKE AUTHORITY 2360 Congress St., Portland, Maine 04102 with Quit Claim Covenants the land in York, County of York and State of Maine more particularly described as follows:

A certain lot or parcel of land situated on the Northerly side of Morrison Drive in the Town of York, County of York and State of Mine, and being Lot "B", as shown and delineated on plan entitled "Division of Land Plan for The Morrison Family", Chase's Pond Road, York, Maine by Anderson-Livingston Engineer's, Inc., dated August 25, 2005, and recorded in the York County Registry of Deeds in Plan Book 305, Page 46.

Meaning and intending to convey and hereby conveying the same premises described in deed of Troy C. Prince et al to the Grantor herein dated October 28, 2005 and recorded in the York County Registry of Deeds in Book 14664, Page 505.

WITNESS my hand and seal this	lay of August, 2014.
Witness	TROY C. PRINCE
STATE OF NORTH CAROLINA Makinpung Countyss	<u>August 1</u> , 2014
Then personally appeared the al acknowledged the foregoing instrument Before me.	bove named TROY C. PRINCE and t to be his free act and deed. Automatic Solution Notary Public
JASMINE S LUNDY Notary Public, North Carol Mecklenburg County My Commission Expires July 25, 2018	



BK 16881 PGS 622 - 622 INSTR # 2014035119 RECEIVED YORK SS

08/28/2014 11:32:02 AM DEBRA ANDERSON REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS that I, **PAUL F. MORRISON**, **SR.** of, 31 Heron Cove Road, Eliot, Maine 03903 for consideration paid do hereby grant to MAINE TURNPIKE AUTHORITY 2360 Congress St., Portland, Maine 04102 with Quit Claim Covenants the land in York, County of York and State of Maine more particularly described as follows:

A certain lot or parcel of land situated on the Northerly side of Morrison Drive in the Town of York, County of York and State of Mine, and being Lot "G", and Lot "C" as shown and delineated on plan entitled "Division of Land Plan for The Morrison Family", Chase's Pond Road, York, Maine by Anderson-Livingston Engineer's, Inc., dated August 25, 2005, and recorded in the York County Registry of Deeds in Plan Book 305, Page 46.

Meaning and intending to convey and hereby conveying the same premises described in deed of Troy C. Prince et al to the Grantor herein dated October 28, 2005 and recorded in the York County Registry of Deeds in Book 14664, Page 505 and deed of Craig Morrison dated August 3, 2011.

WITNESS my hand and seal this  $\frac{12^{+1}}{12^{-1}}$  day of August, 2014.

Witness

PAUL F. MORRÍSON, SR.

STATE OF MAINE YORK SS

Guid 12, 2014

Then personally appeared the above named PAUL F. MORRISON, SR. and acknowledged the foregoing instrument to be his free act and deed.

Before me.

Notary Public Attorey at haw

ME Bar No. 4012 Nathaniel R. Huckel-Baver



BK 16881 PGS 623 - 623 INSTR # 2014035120 RECEIVED YORK SS

08/28/2014 11:32:02 AM DEBRA ANDERSON REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS that I, PAUL F. MORRISON. **JR.** of, 23 Fieldstone Way, Plymouth, MA 02360 for consideration paid do hereby arant to MAINE TURNPIKE AUTHORITY 2360 Congress St., Portland, Maine 04102 with Quit Claim Covenants the land in York. County of York and State of Maine more particularly described as follows:

A certain lot or parcel of land situated on the Northerly side of Morrison Drive in the Town of York, County of York and State of Mine, and being Lot "A", and Lot "E" as shown and delineated on plan entitled "Division of Land Plan for The Morrison Family", Chase's Pond Road, York, Maine by Anderson-Livingston Engineer's, Inc., dated August 25, 2005, and recorded in the York County Registry of Deeds in Plan Book 305, Page 46.

Meaning and intending to convey and hereby conveying the same premises described in deed of Troy C. Prince et al to the Grantor herein dated October 28, 2005 and recorded in the York County Registry of Deeds in Book 14664, Page 505 and deed of Paul Morrison Sr. of near date.

WITNESS my hand and seal this Rt day of August, 2014.

PAUL F. MORRISON, JR.

COMMONWEALTH OF MASSACHUSETTS PLYMOUTH COUNTY

Then personally appeared the above named PAUL F. MORRISON, JR. and acknowledged the foregoing instrument to be his free act and deed.

Before me

Notary Public Attomey at Law MEZ Bar No 4012 Naturniel R. Huckel- Baver

Drum mand Drummand



BK 16881 PGS 624 - 625 INSTR # 2014035121 RECEIVED YORK SS

08/28/2014 11:32:02 AM DEBRA ANDERSON REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS that WE, MARY P. MORRISON AND TROY C. PRINCE, of 318 Ashby Drive, Davidson, NC 28036, PAUL F. MORRISON, SR. of, 31 Heron Cove Road, Eliot, Maine 03903, AND PAUL F. MORRISON, JR. of 23 Fieldstone Way, Plymouth, MA 02360, for consideration paid do hereby grant to MAINE TURNPIKE AUTHORITY of, 2360 Congress St., Portland, Maine 04102 with Quit Claim Covenants the land in York, county of York and State of Maine more particularly

Covenants the land in York, county of York and State of Maine more particularly described as follows:

A certain lot or parcel of land situated in the town of York, County of York, and State of Maine and being shown and delineated as a 50 ft. wide private R.O.W. with attached cul-de-sac on "Division of Land Plan for The Morrison Family" by Anderson-Livingston Engineers Inc. dated August 25, 2005 and recorded in the York County Registry of Deeds Plan Book 305, Page 505.

Being a portion of the premises described in deed as recorded in the York County Registry of Deeds Book 8272, Page 160.

day of August, 2014 WITNESS our hands and seals this Witness USO PRINC Witness TROYC PAUL F. MORRISON, SR. itness 1 PAUL F. MORRISON, JR. Witness

STATE OF MAINE YORK SS

August 12, 2014

Then personally appeared the above named PAUL F. MORRISON, SR. acknowledged the foregoing instrument to be his free act and deed.

Before me Notary Public Attorney at Law ME Bas No Yolz

Naturanie (R. Huckel Baver August 1, 2014

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG Then personally appeared the above named MARY P. MORRISON and acknowledged the foregoing instrument to be her free act and deed.

JASMINE S LUNDY Notary Public, North Carolina Mecklenburg County My Commission Expires July 25, 2018	fore me. <u>Notary Public</u>	Fundy
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August 1, 2014

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

Then personally appeared the above named TROY C. PRINCE and acknowledged the foregoing instrument to be his free act and deed.  $\frown$ 

Before me. Public No



# Agreement for Land Exchange

The Maine Turnpike Authority ("the MTA") and James M. Prichard and Karen A. Prichard, Trustees of 205 Chases Pond Road in York, Maine, hereby agree as follows.

- 1. <u>Parcel to MTA.</u> The Prichards will transfer to the MTA in fee simple at a time to be designated an approximately 0.97-acre parcel of property adjoining existing property of the MTA, said parcel being designated as the "Prichard Parcel" on a sketch entitled "Exhibit A of Prichard and MTA Land Swap" by Sebago Technics dated August 11, 2016, attached hereto as Exhibit A and incorporated herein. (Being a portion of Tax Map 94, Lot 39A, and portion of land described in the deed recorded in Book 14382, Page 235.)
- Parcel to Prichards. As partial consideration of the transfer described in section 1, the MTA will transfer to the Prichards in fee simple an approximately 3.6-acre parcel of property owned by the MTA adjacent to the Prichard's existing property, said parcel being designated as the "MTA Parcel" on Exhibit A, subject to restrictions described in paragraph 6. (Being a portion of Parcels E, F, G and H of the Morrison Family division plan recorded in Plan Book 305, Page 46, and a portion of the land described in the deeds recorded in Book 16881, Page 620, Book 16881, Page 622, and Book 16881, Page 623.)





- 6. <u>Restrictions on Parcel to Prichards</u>. To promote the conservation of natural resources, the MTA Parcel shall be transferred subject to deed restrictions prohibiting the construction of structures, clear cutting, paving, and the disturbance of wetlands; provided, however, that the following uses shall be allowed if they comply with all applicable laws: selective cutting of trees for firewood or the establishment and maintenance of trails, and clearing for a lawn or gardens on the house lot referenced in section 5.
- 7. Deeds / Title. The parcels described above will be transferred by Quit Claim deed with covenant. The Parties hereto covenant that they possess clear marketable title to their respective parcels as of the date of this Agreement and that they will not transfer any interest in or encumber the respective parcels in any way during the life of this Agreement. If in one Party's reasonable opinion, the other Party is unable to convey in accordance with the provisions of this paragraph, then the other Party shall have a reasonable time period, not to exceed 30 calendar days from notification of the defect, to remedy the title. If a Party is unable to remedy the title by the later of the Closing Date or the expiration of such reasonable time period, the other Party may close and accept the deed with the title defect or may refuse to close, and may terminate this Agreement and/or pursue whatever other legal or equitable remedies are available to said Party.
- 8. <u>Time for Exchange.</u> The transfers described in sections 1 and 2 will occur simultaneously at a time and place to be designated by the MTA in writing. Such time shall be within 60 days of receipt by the MTA of all necessary final permits and authorizations to construct its proposed Open Road Tolling (ORT) plaza at Mile 8.8 ("the Closing Date"). The MTA's current schedule calls for applying for required federal and state permits in October 2016 and receiving them in the spring of 2017, but project opposition and appeals could affect this schedule.

- 9. <u>Expiration</u>. This agreement shall expire on December 31, 2017 unless extended by mutual agreement.
- 10. <u>Remedies</u>. The Parties hereto shall have all the rights and remedies normally available at law or equity for violation of agreements of this kind and/or failure to close on the Closing Date.

Dated this  $29^{th}$  day of September, 2016.

## MAINE TURNPIKE AUTHORITY

Douglas D. Davidson

Chief Financial Officer & Treasurer

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Karen A. Prichard, Individually and as Co-Trustee of the James M. Prichard Revocable Trust

James M. Prichard, Individually and as Co-Trustee of the James M. Prichard Revocable Trust

MTA - Prichard Land Exchange Agreement September 2016 Page 3 of 3

Exhibit A



14181-Reserve for Abutters.dwg, TAB: 8.5x11

## **Purchase and Sale Agreement**

This purchase and sale agreement is entered into as of the 3<sup>rd</sup> day of October, 2016, by and between the following parties:

- Seller: York Water District, a quasi-municipal corporation organized under the laws of Maine and having a principal place of business at 86 Woodbridge Road, P.O. Box 447, York, Maine 03909 and
- **Buyer:** Maine Turnpike Authority, a public corporation created by Maine law and having a principal place of business at 2360 Congress Street, Portland, Maine 04102.

1. Property to be sold. Upon the terms and conditions of this agreement, Seller will convey to Buyer and Buyer will purchase from Seller a less-than five (5) acre parcel of Seller's land, located westerly of a line that is parallel to and 15' casterly of a proposed water line, as generally shown as "To Be Purchased By MTA" on the plan attached as Exhibit A (the "Property"). The Property is bounded:

on the west by land of the Buyer; on the north by land of Whippoorwill Homeowners' Association; on the east by a line 15' east of a water main to be constructed at or near the center of an existing woods road shown on the attached plan; and

on the south by land now or formerly of Earl Hanson.

2. Closing. Closing will take place at the offices of the York Water District at a mutually agreeable time to be designated by the Buyer on or before October 1, 2017. Title will be conveyed by a release deed subject to (i) the easement described in Section 4(a) below and (ii) the title restriction described in Section 4(b) below. Buyer will pay a total purchase price of 42,000, a sum that is agreed to be the value of Seller's entire  $28\pm$  acre parcel from which this conveyance is derived. No later than the date of closing hereunder, Buyer shall pay Seller for all reimbursable costs as required under the separate Water Main Relocation Agreement between the parties.

3. Earnest Money. Seller acknowledges receiving Buyer's deposit of \$5000 (the "Deposit"), to be applied to the purchase price for this sale of the Property. If the Buyer fails to designate a date for closing that is no later than October 1, 2017, by written notice given after the conditions set forth in Sections 4(a), 4(b) and 4(c) have been satisfied by Buyer and at least 21 days before the designated closing date, then this Agreement shall automatically be cancelled, the Deposit shall be retained by Seller as compensation for entering into this Agreement, and the parties shall be relieved of all further obligations hereunder except for any obligations designated herein to survive the termination of this Agreement.

### 4. Conditions.

- (a) The Property conveyed will be used in aid of constructing a new location for the Seller's 16" water main to be moved from Buyer's existing land. Prior to the closing hereunder, Buyer shall have relocated/reconstructed Seller's water main to the location generally shown as "York Water District Easement" on the attached Exhibit A, in accordance with the terms of a separate Water Main Relocation Agreement between the parties. The Property conveyed will be subject to a perpetual 30'wide easement in favor of the Seller to support the use and maintenance of its water main and its associated woods road in the new location.
- (b) The Property conveyed may further be used for graded embankments, stormwater management, vegetated buffers, fencing, and environmental purposes to support Buyer's adjoining highway and toll facility. The Property shall be conveyed subject to a perpetual negative covenant that it shall not otherwise be developed or used for any commercial, industrial or residential purpose.
- (c) The description in the deed for the Property shall utilize a description commissioned by Buyer based upon a final survey prepared by a Maine licensed Professional Land Surveyor at Buyer's cost,

showing the boundaries of (i) the Property, (ii) the 30'-wide York Water District Easement burdening the Property (based on the actual location of the relocated/reconstructed water main), and (iii) the Seller's remaining land addressed in Section 5 below, all to the reasonable satisfaction of Seller. In addition, if Buyer obtains any title report on the Property and/or such remaining land addressed in Section 5 below, Buyer will share a complete copy of such title report(s) with Seller.

**5.** Seller's Remaining Land. In further consideration of the purchase price, Seller shall donate for conservation purposes a conservation easement on the remainder of its parcel east of the Property conveyed by this Agreement, generally shown as "To Be Retained By YWD For Possible Conservation Use" on the attached Exhibit A, either to Whippoorwill Homeowners' Association or to the York Land Trust or to both of them. The terms for conveyance of the conservation casement under this paragraph shall be those that are jointly approved by the Maine Turnpike Authority and the York Water District. If the land is not accepted by either or both of the intended donees upon terms reasonably acceptable to the parties to this Agreement by the date of closing hereunder, then the land may be retained by the York Water District, unburdened by such a conservation easement, with no reduction in the purchase price.

#### 6. Evidence of Compliance.

- a. Seller shall, at Buyer's expense (as hereinafter set forth) and with due diligence, proceed to obtain satisfactory evidence that (i) the proposed sale of the Property is an exempt transaction under 35-A MRS § 1101(4), and (ii) the proposed sale of the Property does not trigger the requirements for the sale of "water resource land" set forth in 35-A MRS § 6109 and Chapter 691 of the Maine Public Utilities Commission's Rules.
- b. Buyer shall, at Buyer's expense and with due diligence, proceed to obtain satisfactory evidence that the proposed sale of the Property will be in compliance with applicable zoning and subdivision ordinances of the Town of York.
- c. Each party's obligation to complete the transaction contemplated hereunder is expressly made subject to the condition that the evidence of compliance described in subsections (a) and (b) above (the "Evidence of Compliance") is obtained. The Evidence of Compliance shall be deemed "obtained" only if satisfactory to both Seller and Buyer, in their reasonable discretion. In the event that the Evidence of Compliance has not been "obtained" on or before the closing, then either party shall have the right, in its sole discretion, (i) to waive said condition and proceed with the transaction notwithstanding the non-satisfaction of such condition, or (ii) to terminate this Agreement by giving written notice of such termination to the other party, and upon the giving of such notice, this Agreement shall thereupon be canceled and terminated, the Deposit shall be returned to Buyer and the parties shall be relieved of all further obligations hereunder except for any obligations designated herein to survive the termination of this Agreement.
- d. Buyer shall reimburse Seller for its reasonable attorneys' fees incurred in connection with the efforts to obtain the Evidence of Compliance described in subsection (a) above, either at the closing or within five (5) business days after the termination of this Agreement. This obligation of Buyer shall survive the termination of this Agreement.

Buyer -- Maine Turnpike Authority

Peter Mills, Executive Director

Seller -- York Water District

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Donald D. Neumann Jr., Superintendent



			DATE	10/04/2016	CHECK NUMBER	0000014012
INVOICE NUMBER	INVOICE DATE	DESCRIPTION	GROSS AMOUNT		DISCOUNT	NET AMOUNT
YORKLANDPURCHA		Vehr: VCH000000186211		5,000.00 fr 1 6	\$0.00	\$5,000.00
	VENDOR CODE	PAY TO NAME	N	ET TOTAL		
3,887	VN000003253	YORK WATER DISTRICT				\$5,000.0

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